

Clifford H. Sherman of Tulsa County, in the State of Oklahoma, party of the second part.

WITNESSETH, That said parties of the first part in consideration of the sum of Three Hundred Sixty-one and No/100 Dollars, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, all the following described real estate, situated in the County of Tulsa State of Oklahoma, to-wit:

Lot Five (5) in Block Seven (7), of the Vern Sub-division to the city of Tulsa, Oklahoma, according to the recorded plat thereof.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

This conveyance is intended as a mortgage to secure the payment of 1 promissory note of even date herewith. One for \$361.00 due March 19, 1926, made to Clifford H. Sherman or order, payable at Skiatook, Oklahoma with eight per cent interest per annum, payable annually and ten per cent additional as attorney's fees in case of legal proceedings to collect and signed by H. C. Wachtman and Lena B. Wachtman, his wife.

Said first parties hereby covenant that they are owners in fee simple of the said premises and that they are free and clear of all incumbrances. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever, subject to a first mortgage of \$800.00 to John H. Stevens.

Said first part- agree to insure the buildings on said premises in the sum of \$- - for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Now, if said first parties shall pay or cause to be paid to said second party, his heirs or assigns said sum of money in the above described note mentioned, together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents should be wholly discharged and void, otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be lawfully levied or assessed against such premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of ten per cent per annum until paid and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due, or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises.

Said first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisal laws.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

H. C. Wachtman

Lena B. Wachtman

STATE OF OKLAHOMA, Tulsa County, ss.

Before me, the undersigned a Notary Public in and for the above named County and State, on this 19th day of March 1925, personally appeared H. C. Wachtman and Lena B. Wachtman, his wife to me personally known to be the identical person who executed the above deed.

COMPARED BY
J. S. and J. H. 1925