

COMPARED

Overbay Bros., Binder

238457 C.M.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That I, Frank Colvin, a widower
 of the city of Tulsa, Tulsa County, Oklahoma, part V of the first part, ha-
 mortgaged and hereby mortgage to Sidney R. Colvin
 of the city of Tulsa, Tulsa County, Oklahoma, part V of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

All of Lot Eight (8), Block Seven (7) Highland Second
 Addition to the city of Tulsa, Tulsa County, Oklahoma,
 according to the recorded plat thereof.

TREASURER'S ENDORSEMENT

I hereby certify that I received \$ 10 and issued
 Receipt No. 11209 therefor in payment of mortgage
 tax on the within mortgage.

Dated this 22 day of Aug, 1923

W. W. Stuckey, County Treasurer

W.S.B.

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of

Five Hundred (\$ 500.00)

DOLLARS.

with interest thereon at the rate of 8 per cent, per annum, payable as per notes from date
 according to the terms of 12 certain promissory note as described as follows, to-wit:

Eleven notes of even date herewith each note in the sum of \$40.00 bearing
 interest at 8 per cent per annum, the first note due 30 days after date
 and the remaining notes due one each succeeding month until all are paid;
 and one note of even date herewith for the sum of \$60.00 with same interest,
 and due 12 months after date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part V hereby
 covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair
 and not to commit or allow waste to be committed upon the premises. and to insure, and keep insured in favor of
 second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mort-
 gage or any interest instalment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said prin-
 cipal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and the second part V shall be entitled to the immediate pos-
 session of the premises and all the rents and profits thereof.

Said part V of the first part hereby agree as that in the event action is brought to foreclose this mortgage, as will pay a
 reasonable attorney's fee of \$10.00 and ten per cent of unpaid balance DOLLARS
 which this mortgage also secures.

Part V of the first part, for said consideration, do as hereby expressly waive appraisalment of said real estate and all benefit of
 the homestead, exemption and stay laws in Oklahoma.

Dated this 10th day of August, 19 23

Frank Colvin

SEAL

SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, August 23, a Notary Public in and for said County and State on this tenth
 day of August, 1923, personally appeared

Frank Colvin, a widower

and he
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed
 the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

My commission expires June 4, 1927 (Seal)

M. M. Fasken,

Notary Public

I hereby certify that this instrument was filed for record in my office on 21 day of August, A. D., 1923

at 3:10 o'clock P. M. Book 439, Page 488

By Brady Brown,

Deputy. (Seal)

O. G. Weaver,

County Clerk