

MORTGAGE RECORD NO. 465

#248550NS

COMPARED

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That J.C. Colburn and Clistie Colburn, his wife,
 of Dawson, Oklahoma, County, Oklahoma, parties of the first part, have
 mortgaged and hereby mortgage to Norval & Dial, Inc.
 of part Y of the second part, the following described real estate and premises situated in
 Tulsa County, State of Oklahoma, to-wit:

Lots Five (5) and Six (6), Block Fifteen (15)
 Oldtown Dawson, Okla.

TRUSTEES ENDORSEMENT
 I hereby certify that I received \$ 66 and issued
 Receipt No. 2235 in payment of mortgage
 tax on the within mortgage.
 Dated this 9 day of Jan 1924
W. W. Sisk County Clerk
EB
 Deputy

with all the improvements thereon and appurtenances thereto belonging and warrant the title to the same to be clear and free
 of any encumbrances whatsoever. This mortgage is given to secure the principal sum of Two Hundred Eighty and 55/100 -----
 ----- DOLLARS,
 with interest thereon at the rate of 10 per cent, per annum, payable at maturity / of note December 5th, 1923,
 according to the terms of One certain promissory note described as follows, to-wit:

dated December 5th, 1923, due June 5th, 1924, in the amount
 of \$280.55, and signed by J.C. Colburn and Clistie Colburn,
 his wife,

evidence of the within indebtedness.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first part 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 on the 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 mortgage
 or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal
 sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second part shall be entitled to the immediate possession of
 the premises and all rents and profits thereof.

Said part of the first part hereby agree that in the event action is brought to foreclose this mortgage, ----- will pay a
 reasonable attorney's fee of Twenty-Five and No/100 ----- DOLLARS,
 which this mortgage also secures.

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

Dated this 5th day of December, 1923

J.C. Colburn SEAL

Clistie Colburn SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, -----, a Notary Public in and for said County and State, on this 8th
 day of January, 1924, personally appeared J.C. Colburn and Clistie Colburn,

and -----
 to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed
 the same as their 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 Oct. 25, 1924 (SEAL) Agness M. Putt, Notary Public

I hereby certify that this instrument was filed for record in my office on 8 day of Jan., A. D. 1924
 at 4 o'clock P. M.

By Brady Brown Deputy (SEAL) O.G. Weaver, County Clerk