

Dated this 7 day of Feb 1923

WAYNE L. DICKEY, County Treasurer

551

Lot five (5) in Block thirteen (13) Subdivision of Block  
six (6) and lots one (1) two (2) and three (3) in Block  
four (4) Terrace Drive Addition to the City of Tulsa, Tulsa County  
State of Oklahoma,

together with all improvements and appurtenances now or hereafter to be placed/on  
and they will warrant title to same.

This mortgage is given to secure the principal sum of \$4,000.00, payable  
according to the terms of a certain promissory note in words and figures as follows;

FIRST MORTGAGE NOTE.

COMPARED

\$4,000.00

Tulsa, Oklahoma, October 1st 1922.

For value received, we do hereby promise to pay to Peoples Homes Corporation,  
of Tulsa, Oklahoma or order on or before the 10th day of July, 1929, the sum of  
four thousand and no/100, dollars, with interest thereon from date hereof, at the  
date of eight per centum (8%) per annum payable monthly and computed on even one  
hundred dollar balances; monthly instalments of \$75.00 payable beginning on the  
10th day of February, 1924, and on the 10th day of each month thereafter.

Marian N. Kessler.  
E. W. Kessler,

First parties hereby covenant and agree to pay all taxes and assessments of  
whatsoever character on said land, and all taxes and assessments that shall be  
made upon this loan, or upon the legal holder of said note and mortgage on account  
of said loan, by the state of Oklahoma, or by the county or town wherein said land  
is situated, when same shall become due, except mortgage tax; and to keep the build-  
ings upon the mortgaged premises insured in some reliable insurance company, approved  
by second party against loss or damage by fire, lightning, tornado and wind storm  
in the sum of \$4,500.00 and to assign the policies to second party and deliver said  
policies and renewals to second party, to be held by it until this mortgage is  
fully paid, and first parties assume all responsibility of proof and expense of  
collecting such insurance if loss occurs.

First parties agree to keep all buildings, fences and other improvements on  
said land in as good repair as they now are, and shall not commit or allow any  
waste of said premises.

That if default shall be made in the payment of instalment of taxes or assess-  
ments upon said premises, or upon said loan, or for local improvements, or for  
other purposes, or the premium on said insurance when same becomes due, or in case  
of breach of any covenant herein contained, then second party or its legal repre-  
sentatives or assigns are hereby authorized to pay said delinquent items, together  
with any other sum which it may deem necessary to be paid to protect its lien,  
including liens, claims, adverse title and incumbrances on said premises, and the  
expense of abstract of title on said premises, and in perfecting and defending the  
title to said premises, which expense shall include, among other things whatever  
amount may be expended by second party for attorney's fees; either in perfecting  
or defending said title, and first parties hereby agree to immediately repay to  
second party all such sums of money which shall be thus paid by second party to  
protect its mortgage, together with interest at the rate of eight per cent (8%)  
per annum from the date of payment by second party until repaid, and any penalties  
to accrue thereon, and such sums until repaid shall be a charge and lien upon said  
premises, and shall be secured by this mortgage, it is understood and agreed that no  
interest thus chargeable shall be figured for a period of less than one month.

If default shall be made in the payment of any part of either principal or