

232955-ACM COMPARED

FIRST MORTGAGE ON REAL ESTATE

TREASURER ENFORCEMENT

THIS MORTGAGE, Made this 9 day of March A.D., 1923,  
 by and between Dick Elkins, a single man, of the County of  
 Tulsa, State of Oklahoma, hereinafter called first party,  
 and PEOPLES HOMES CORPORATION, organized under the laws of the State of Oklahoma, having its  
 principal office at Tulsa, Oklahoma, hereinafter called second party.

I hereby certify that I received \$370 and issued  
 Receipt No. 99.86 thereon in payment of mortgage  
 tax on the within mortgage  
 Dated this 11 day of 6 1923  
 WAYNE L. DICKEY, County Treasurer

WITNESSETH: That first parties have mortgaged and hereby mortgage to second party, the  
 following described real estate and premises, situated in Tulsa County, State of Oklahoma,  
 to-wit:

Lot three (3) in block two (2) in Englewood Addition  
 to the City of Tulsa, County of Tulsa and State of  
 Oklahoma, according to the recorded plat thereof,

together with all improvements and appurtenances now or hereafter to be placed thereon; and  
 they warranty title to same.

This mortgage is given to secure the principal sum of \$3750.00 payable according to  
 the terms of a certain promissory note in words and figures as follows:

\$3750.00

FIRST MORTGAGE NOTE

Tulsa, Oklahoma, March 9, 1923.

For value received, I do hereby promise to pay to Peoples Homes Corporation of Tulsa,  
 Oklahoma, or order on or before the 10 day of September 1931, the sum of Three thousand  
 seven hundred fifty and no/100 Dollars with interest thereon from date hereof, at the rate  
 of eight per centum (8%) per annum, payable monthly and computed on even one hundred dollars  
 balances; monthly instalments of \$62.50 payable beginning on the 10th day of July 1925, and  
 on the 10th day of each month thereafter.

Dick Elkins

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  
 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 buildings upon the mortgaged premises insured in some  
 reliable insurance company approved by second party against loss or damage by fire, lightning,  
 tornado and windstorm in the sum of \$4250.00, 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 installment of taxes or assessments 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 or  
 condition herein contained, then second party or its legal representatives 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 incum-  
 brances on said premises, and the expense of abstract of title on said premises, and in per-  
 fecting 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 per-  
 fecting 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