

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.

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:

COMPARED Lot three (3) in block Two (2)  
in Englewood Addition to the  
City of Tulsa, County of Tulsa,  
and State of Oklahoma, accord-  
ing to the recorded plat thereof.

TREASURER'S ENDORSEMENT  
I hereby certify that I received \$ 44 and issued  
Receipt No. 9986 therefor in payment of mortgage  
tax on the within mortgage.  
Dated this 11 day of 6 1923  
WAYNE L. DICKEY, County Treasurer  
W. L. Dickey  
Deputy

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

This mortgage is given to secure the principal sum of \$1152.93, payable according to the terms of a certain promissory note in words and figures as follows:

\$1152.93

SECOND 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 June 1925, the sum of One thousand one hundred fifty-two and 93/100 Dollars with interest thereon from date hereof at the rate of eight per centum (8%) per annum, computed on even one hundred dollars balances, in equal monthly instalments of \$54.80 on the 10th day of each month, beginning on the 10th day of June, 1923.

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 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 instalment 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 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