

aforsaid, on this 15th day of August, A.D. 1923, personally appeared Cleves F. Bruce to me known to be the identical person who subscribed the name of Tulsa Building and Loan Association, to the within and foregoing instrument, as its Vice-President, and acknowledged to me that he executed the same as his free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

(SEAL) T. G. Grant, Notary Public.

My commission expires May 21st, 1927.

Filed for record in Tulsa County, Okla. on Aug. 16, 1923, at 4:10 P.M. and duly recorded in book 467, page 279, By Brady Brown, Deputy,

(SEAL) O. G. Weaver, County Clerk.

238201 - BH

COMPARED

SECOND MORTGAGE ON REAL ESTATE.

This mortgage, made this 7th day of April, A.D. 1923, by and between George Brubaker, (single man) and Genevieve Brubaker (single woman) 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:

Lot fifteen (15) Block one (1) Woodward Park addition

to Tulsa, Oklahoma, as shown by the recorded plat thereof,

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 \$3,133.22 payable according to the terms of a certain promissory note in words and figures as follows:

second mortgage note.

\$3,133.22

Tulsa, Oklahoma, Sept. 10, 1923

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 August, 1928, the sum of thirty one hundred thirty three and 22/100 dollars, with interest thereon from date hereof at the rate of eight per centum (8%) per annum, computed on even one hundred dollar balances, in equal monthly installments of \$63.29 on the 10th day of each month, beginning on the 10th day of September, 1923.

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 wind storm in the sum of \$5250.00 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.

167