474

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 Okhhoma, to-wit: Lot three (3) in Block two: (2) in Englewood a ddition to the City of Tulsa, County of Tulsa and State of Oklahoma, according to the recorded plat thereof, together with all improvements and appartenances now or hereafter to be placed thereon; and they warrant title to same.

This mortgage is given to secure the principal sum of \$2.046.21, payable according to the terms of a certain promissory note in words and figures as follows:

SECOND MORTGAGE NOTE.

\$2,046.21

Tulsa, Oklahoma, Oct. 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 November, 1931, the sum of two thousand forty six and 21/100 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 \$14.11 on the 10th day of each month, beginning on the 10th day of November, 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 on this loan, or upon the legal holder of said note and mortgage on accountnof 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 \$4.250.00 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 purnoses, or the premiumon 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 protectits lien, including liens, claims, adverse title and incumbrances on said praises, and the expense of abstract of 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 secondparty 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 bybsecond party to protect its mortrage, together with interest at the rate of eight per cent (8%) per annum from theate of payment by second party until repeid, and any penalties to secrue thereon, and such sums until repaid shall be a charge and lein 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 perbod less then one month.

If default shall be made in the payment of any part of either principal or interest when same becomes due, or incase of failure, refusal or neglect or first prties to repay immediately any of the above mentioned items, or in case of breach of any of the covenants