

#246295 BO

SECOND MORTGAGE ON REAL ESTATE; COMPARED

THIS MORTGAGE. Made this 28th, day of November A. D. 1923 by and between Arline W. Bailey and D. D. Bailey, her husband of the County of Tulsa, State of Oklahoma, hereinafter called first party, and PEOPLES HOME 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;

## TREASURER'S ENDORSEMENT

I hereby certify that I received \$3,205.84 and issued to the first parties a mortgage of \$3,205.84 on the following described real estate and premises, situated in Tulsa County, State of Oklahoma, to-wit: Lot Ten (10) in Block Fourteen (14) Subdivision of Block Six (6) and Lots One (1) Two (2) and Three (3) in Block Four (4), of Terrace Drive Addition to the City of Tulsa, Tulsa County, Oklahoma,

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 \$3,205.84 payable according to the terms of a certain promissory note in words and figures as follows;

## SECOND MORTGAGE NOTE;

\$3,205.84

Tulsa, Oklahoma, November 28, 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 October, 1928, the sum of Three Thousand Two Hundred Five and 84/100 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 instalments of \$42.39, plus int., on the 10th day of each month, beginning on the 10th, day of September 1923,

Arline W. Bailey

D. D. Bailey,

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 of damage by fire, lightning, tornado, and wind storm in the sum of \$3,205.84, 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 incumbrances on 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