

unto the said party of the second part his heirs and assigns, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging, or in anywise appertaining forever.

Provided Always, and these presents are upon this express condition: that whereas said J. A. Stringer has this day executed and delivered one certain promissory note in writing to said party of the second part described as follows: dated at Guthrie O.T., July 3rd, 1907 for \$250⁰⁰, due and payable to said B. D. Brookshire or or before one year from date with interest thereon at the rate of 12% per ann. Signed

J. A. Stringer

Now if said party of the first part shall pay or cause to be paid to said party of the second part his heirs or assigns, said sum of money in the above described note mentioned together with the interest thereon according to the terms and tenor of the same then this mortgage shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said ^{sum or} sums of money or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, the whole of said sum or sums and interest thereon, shall then become due and payable and said party of the second part shall be entitled to the possession of said premises. And the said party of the first part for said consideration does hereby expressly waive an appraisement of said real estate, and all benefit of the homestead exemption and stay laws of the Territory of Oklahoma. In witness whereof the said party of the first part has hereunto set his hand the day and year first above written.