

shall warrant and defend the same in the quiet and peaceable Possession of said Party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always, and this instrument is made, executed and delivered upon the following conditions to-wit: First: Said John W. Howard and Harriet Howard are jointly indebted unto the said Party of the second part in the sum of five hundred & $\frac{20}{100}$ dollars (\$500.00) being for loan made by the said party of the second part to the said John W. Howard and Harriet Howard and payable according to the terms, tenor and effect of one certain negotiable promissory note executed and delivered by the said

John W. and Harriet Howard bearing date March 14th 1908 and payable to the order of O. M. Sutton of Tulsa, Okla. on the 14th day of March A.D. 1911 at Tulsa Okla. with interest thereon at the rate of ten per cent per annum payable semiannually. +

Second: Said Parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land by the State of Oklahoma or the County or Town wherein said land is situated when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part for the sum of Three Hundred & $\frac{20}{100}$ dollars, and to assign the policies to said party of the second part, as their interests may appear, and deliver said policies and renewals to said party of the second part, to be held by him until the mortgage is fully paid and said Parties of the first part assume all responsibility of cost and care and expense of insuring such insurance, as so herein

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