the second part thereunto:

Provided Always, and this instrument is made, executed and delivered upon the following conditions to wit:

First: Said Arthur A. Kems and Ada M. Kems are justly indebted unto the said party of the second part in the principal sum of Four Hundred no Dollars in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said party of the second part to the said Arthur A. Kems, and payable according to the tenor and effect of one certain negotiable promissory note numbered, executed and delivered by the said parties of the 1st part bearing date Jan. 6th. 1908 payable to the order of said first part one year after date at Tulsa Okla. with interest thereon from date until maturity, at the rate of 8 per cent per annum, payable annually on the — day of — and — in each year, and — per cent per annum after maturity, the installments of interest being further evidenced by — coupons attached to said principal note and of even date therewith and payable to the order of said — at —.

Second: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due and to keep all buildings and improvements on said land insured in some responsible fire insurance company to the satisfaction of the holder hereof in the sum of Six Hundred Dollars, the policy to be made payable to the holder hereof as additional security to the loan and if the taxes & insurance premiums are not paid when due by the parties of the first part the holder hereof may pay the same and the amounts so paid shall [illegible] the mortgage [illegible] with interest thereon at the rate of ten per cent