to the said premises and homestead exemption and dower in anywise appertaining and belonging to said The Deming Investment Company, and to its successors and assigns forever: Provided, Nevertheless, and these presents are made by said party of the first part upon the following covenants and conditions, towit:

First. The said party of the first part for itself and its heirs, executors and administrators covenant to and with said party of the second part, that said first party is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances, that it will, and its heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

Second. That said first party will pay to said second party or order Five Hundred Dollars with interest thereon from February 1st 1908, until paid at the rate of six per cent, per annum, payable semi-annually on the first day of Aug. and Feby. in each year, and in accordance with Ten certain promissory notes of the said party of the first part, with coupons attached, of even date herewith.

Third. The said first party agrees to pay all taxes, charges or assessments levied upon said real estate, or any part thereof, when the same shall become due and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage, and the said first party shall not be entitled to any offset against the sums thereby secured for taxes so paid.