

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

First: Said Samuel Brown and Mary Brown is jointly indebted unto the said party of the second part in the principal sum of Two hundred $\frac{00}{100}$ (\$200) Dollars (\$200.00) being for loan made by the said party of the second part to the said Samuel Brown and Mary Brown and payable according to the terms, tenor and effect of one certain negotiable promissory note, executed and delivered by the said Samuel Brown and Mary Brown bearing date January 25th. 1908, and payable to the order of L. C. Helle of Tulsa County, Okla. on the 25th day of January A.D. 1909 at Tulsa, Okla. with interest thereon at the rate of ten per cent per annum payable Semi-annually.

Second: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land that may be assessed thereon either by the State of Oklahoma, or the County or Town where in said land is situated, when the same becomes due.

Third: The said parties of the first part agree to keep all improvements upon said real estate which are now thereon or may hereafter be placed thereon in good repair and not to permit nor commit any waste on said premises.

Fourth: It is expressly further provided and agreed by and between the parties hereto that in any default to be made in the payment of either the principal or interest when the same become due or in case of default in the payment of any installment of taxes or assessments upon said premises or in the case of any breach of any covenant or condition herein contained, the whole of said principal sum named herein and