

second part, its heirs and assigns forever, against the lawful claims of all persons whatsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions to-wit: First:- Said Luther A. Tucker and Ada Tucker is justly indebted unto the said party of the second part in the principal sum of Five hundred and $\frac{75}{100}$ dollars being for a loan made by the said party of the second part to the said Luther A. Tucker and Ada Tucker and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said Luther A. Tucker and Ada Tucker, bearing date March 24th. 1908, and payable to the order of said John H. Byrnes of Iowa on the 24th day of March, 1913, at Tulsa, Okla. with interest thereon from date until maturity at the rate of seven 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 whatsoever character on said land, and any taxes or assessments that shall be made upon said loans upon the legal holder of said notes and mortgages, on account of said loan, by the State of Oklahoma, or by 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 \$
Dollars, and to assign the policies to said party of the second part, as their interest may appear, and deliver said policies and renewals to said party of the second part, to be held by them until the mortgage is fully paid, and said party of the first part assume responsibility for and care and expense of collecting such insurance if loss occurs.