rate of five per centum (5) per annum payable semiannually from date according to the terms of one certain promissory note described as follows to wit:

Dated Tulsa Oklahoma March 28 - 1908 for the sum of (800) eight hundred and no/100 dollars payable five (5) years after date to L. D. Marr Secretary to the Commissioners of the Land Office of the State of Oklahoma or his order or successor at the office of the said Commissioners in the Capital of said state and bearing interest from date at the rate of five per centum (5) per annum payable semi annually on the 28th day of September and March of each year until paid. Notice of demand presentment non payment protest, notice of protest and appraisement waived. On default in the payment of principal and interest or either when due and payable the whole of said amount to become due and payable. With privilege to pay said debt at the expiration of two years or at any interest paying period thereafter and with the further privilege of paying the sum of $100.00 or any multiple thereof upon the principal at any interest paying period and signed by Mattie E. Banks and W. L. Banks.

It is expressly agreed by and between said parties hereto that this mortgage is a first lien upon said premises; that the said parties of the first part will pay said principal and interest at the times when the same fall due and at the place and in the