is made executed and delivered upon the following conditions to wit:

First, said first parties are justly indebted to the said party of the second part in the principal sum of Six Hundred dollars ($600.00) being for a loan made by the said party of the second part to the said first parties and payable according to the tenor and effect of a certain negotiable promissory note executed and delivered by the said first parties bearing even date herewith and payable to the order of second party at the office of F. M. Sutton at Tulsa Oklahoma with exchange on New York city with interest thereon from date until maturity, at the rate of seven per centum per annum payable semiannually and with interest at the rate of ten per centum per annum after maturity until paid.

Second; said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land which may be assessed or levied against the same by the State of Oklahoma or by the county wherein said land is situated when the same become due as well as any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage on account of said loan.

Third the said party of the first part agree to keep all buildings fences and other improvements now on said land or which may be placed thereon in good repair and not to commit nor allow any waste on said premises.

Fourth it is further expressly agreed