

and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the ^{said} party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that he will Warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

Provided always and this instrument is made executed and delivered upon the following ^{conditions} ~~conditions~~, to-wit :-

FIRST: Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Six Hundred Dollars being for a loan made by the said party of the second part to the said party of the first part and payable according to the tenor and effect of one certain negotiable promissory note executed and delivered by the said party of the first part, bearing date July 30 1908 and payable to the order of said ^{Travelers} ~~Travelers~~ Insurance Company of Hartford Connecticut on the first day of December 1913 at the office of said Company in Hartford Connecticut with interest thereon from date until maturity at the rate of six per cent per annum payable annually which interest is evidenced by six coupon interest notes of even date herewith, and executed by the said party of the first part, one (the first) for Twelve and 20/100 Dollars due on the first day of December 1908 and five notes for Thirty-six Dollars each due on the first day of December 1909, 1910, 1911, 1912 1913 respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum and are made payable to the order of said ^{the} ~~Travelers~~ Insurance Company at its office in Hartford Connecticut.

SECOND: Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and 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, 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 ⁰ Dollars and to assign the policies to said party of the second part, as their interests may appear, and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and other improvements on said land in as good repair as they now are and not commit or allow any waste on said premises.

FOURTH: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest