

of this mortgage and the note secured hereby may pay said taxes, assessments or charges and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement and this mortgage shall be a further lien for the repayment thereof.

The Mortgagors agree to keep all buildings and improvements upon said <sup>as</sup> land in good condition as they now are; to neither commit nor suffer waste; to maintain fire and tornado insurance upon ~~the~~ all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Dollars payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto the mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance, fire tornado or both, should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent, per annum, mortgagors pledge themselves and the lien of this mortgage shall extend thereto.

No compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to condone the debt due shall be necessary before ~~the~~ instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

Witness their hands this 1st day of September 1908.

Huckleberry Smith

Executed and delivered in ~~the~~ presence of

Maude M Smith

Cyrus S Avery

State of Oklahoma )  
( SS  
Tulsa County . )

Before me A.B. Davis a Notary Public in and for said County and State on this 12 day of September 1908 personally appeared Huckleberry Smith ~~xxxx~~ to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

SEAL. My commission expires Nov 26 1911.

A.B. Davis  
Notary Public

State of Oklahoma )  
( SS  
Sequoyah County )

On this 14th day of September 1908 before the undersigned Notary Public in and for said County and State personally came Maud M Smith to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the execution of the same.

Witness my hand and Notarial Seal.

Kate Bell  
Notary Public

SEAL.

*Noted*  
My commission expires ~~Mar~~ Mar 29-1910.

Filed for record Sep 15 1908 at 9:30 A.M. H.C. Walkley Reg of Deeds (SEAL)