

interest after due; said interest payable annually and evidenced until maturity of said principal note by five interest coupon notes attached thereto and forming a part thereof, said interest coupons being in amounts and payable as follows: Oct 1 1909 \$ 45.50 Oct 1 1910 \$ 42 Oct 1 1911 \$ 42 Oct 1 1912 \$ 42 Aug 27 1913 \$ 38.50 said interest coupons bear eight per centum per annum payable semi-annually after due.

Now if said parties of the first part shall pay or cause to be paid said principal and interest notes according to the tenor and effect thereof, and at the time and place therein provided and do and perform all and every other covenant and agreement in this mortgage provided, then this instrument shall be null and void (and shall be released at the expense of first party) otherwise to remain in full force and effect.

It is further agreed by the first parties hereto that during the continuance in force of this instrument or any part thereof, they shall pay all taxes and assessments levied against said premises, when due, and they will neither commit or permit any waste upon said premises, or the removal of any buildings or other improvements therefrom.

And it is further stipulated that in case the taxes or assessments of any kind levied against said premises are not paid when due, then the second party, her heirs, assigns or legal representatives may pay such taxes or assessments, the amounts so expended therefor shall bear interest from the date of such expenditure at eight per cent ~~xxxxxx~~ per annum and this mortgage is security for the money so expended with interest as provided.

It is further agreed, by the parties of the first part, binding his heirs, legal representatives, successors, assigns, grantees and lessees, that during the *life* of this mortgage or any part thereof, there shall be no stripping of any part of the premises herein mortgaged to obtain coal, stone or other minerals or substances nor shall any mining of any kind or nature be permitted thereon. However the foregoing provision shall not apply to any oil or gas lease now on said premises that now appears of record either at the office of the U.S. Indian Agency at Muskogee or in the County where the said premises are located or in the proper recording District of the Indian Territory before Statehood became effective for Oklahoma, but all incomes, profits, royalties or other monies or thing of value due or to become due from the said oil and gas lease or lease, as well as any other right, title or interest of mortgagors therein are hereby assigned to the mortgagee herein, his assigns, successors or legal representatives as a *farther* and additional security for the full performance of the obligations named in this mortgage.

It is further agreed, that in case the party of the second part her legal representative, successors or assigns shall hereafter appear in any of the Land Departments of the General Government or before the Commissioner to the Five Civilized Tribes at Muskogee Okla or before any United States Indian Agency or in any Court or Tribunal whatever in order to preserve or protect the title to or possession of said premises, or to remove any cloud or clouds from the title thereto that all such ^{costs} and expenses occasioned thereby shall bear interest at eight ^{per} cent from the date of expenditure and this mortgage shall stand as security for the same.

And in case of the foreclosure of this mortgage, and as often as any