

In Trust Nevertheless for the purposes of securing the performance of the covenants and agreements herein .

Whereas the grantors Mary M Barber and John W Barber are justly indebted upon their principal promissory note bearing even date herewith payable to their own order and by them endorsed and delivered for the sum of One Hundred Forty eight and 10/100 Dollars payable in installments one for \$ 3.10 due on the first day of December A.D.1908 and five for \$ 28.00 each due serialim annually thereafter each of said installments being payable at the office of Pearson & Taft in Chicago, Illinois and bearing interest after maturity at the rate of 10 % per annum .

The Grantors covenant and agree as follows .

FIRST: To pay said indebtedness and the interest thereon as herein and in said notes provided , or according to any agreement extending the time ^{of} ~~for~~ payment .

SECOND : To pay before delinquency all taxes and assessments by or in the State of Oklahoma against said ~~premises~~ premises or against the interest of the grantee or his successors therein ^{or} against this Trust Deed or the money or indebtedness secured hereby, with out regard to any law heretofore or hereafter enacted imposing payment of the whole or any part thereof upon the grantee or his successor or the holder of the notes hereby secured and on such payment to submit to the grantee or his successor receipts therefor .

THIRD : To ~~commit~~ ^{not} waste upon said premises .

Fourth : To allow all buildings at any time on said premises to be insured by the grantee or his successor for at least the amount of their fair value against loss by fire lightning ~~xxxxx~~ and ~~xxxxx~~ tornado in companies to be approved by the grantee or his successor, such insurance policies to be so written as to require all loss to be applied in the reduction of said indebtedness at the option of the holder thereof .

In the event of the failure to pay taxes or assessments the grantee or his successor or the holder of said indebtedness may pay such taxes or assessments or discharge or purchase any tax lien or title affecting said premises; and all money so paid and the cost of any insurance so procured , grantors agree to repay immediately without demand; and the same and any other moneys disbursed by the holder of said indebtedness to protect the lien hereof with interest from the date of payment at the rate of 10 % per ~~xxxxx~~ annum, shall be so much additional indebtedness secured hereby .

In the event of a breach of any of the aforesaid covenants or agreements or of the passage by the State of a law imposing payment of the whole or any portion of any taxes or assessments aforesaid upon the grantee or his successor or the holder of said indebtedness , or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the grantors herein provided , to pay such taxes or assessments is legally inoperative the whole of the indebtedness secured hereby including principal and all accrued interest, without deduction shall at the option of the legal holder of the said indebtedness , without notice, become immediately due and collectable notwithstanding anything contained in this Trust Deed or any law hereafter enacted and with interest thereon from the date of such maturity at the rate of 10% per annum, shall be recoverable by foreclosure hereof in manner as if ^{the} said indebtedness had them matured by express terms . It is agreed by the grantors that in case the right of foreclosure so arises hereunder, either upon maturity of said principal note or by breach of any of the covenants or the hap pening of any of the contingencies ~~xxxxxxxxxxxxxxxxxxxx~~