

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, to-wit :

FIRST: Said party of the first part ~~xxx~~ is justly indebted unto the said party of the second part in the principal sum of Five Hundred dollars being for a loan made by said party of the second part to the said party of the first part and payable according to the tenor and effect of his one certain negotiable promissory note executed and delivered by the said party of the first part, bearing date September 14 1908 and payable to the order of the Said The Travelers Insurance Company of Hartford Connecticut on the first day of December 1913 at the office of said Company in Hartford Connecticut with interest 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 six and 42/100 Dollars due on the first day of December 1908 and five notes for Thirty 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 the 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 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 part of the first part agree to keep all buildings fences and other improvements on the said land in as good repair as they now are, and not to 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 thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in the payment or breach of any covenant or condition herein contained, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional ~~xxxxxxx~~ collateral security, and said party of the second part, or assigns, shall be