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The said first party for himself, his heis, assigns, executors or administratoris covenants and agrees with the second party that he is lawfully seized of the above described premises, and has good right to convey same; that he will commit or suffer waste on said premises; that he will pay all taxes and assessments levied upon said real estate before same become delinquent; that he will at once without delay, cause the buildings upon said premises situate, to be insured or re-insured against loss by fire \$\vec{4}\$, in the amount of \$ 400 ( the insurance company or companies to be subject to approval of second party) and he will continue and maintain such insurance without interm ssion so long as the note hereby succred remains unpaid, and shall deliver the policy or policies po properly assigned or pledged to said second party, and in the event of loss said second party shall have power to collect such policy or policies and apply the proceeds thereof to the payment of the debt herein secured; that if the maker of the note hereby secured shall fail to pay either principal or interest within thirty days after fue or shall fail toperform any of the covenants herein stipulated, the note herein secured may thereupon, at the option of the holder, and his option only, without notice, be declared due and payable, and this mortgage may thereupn be foreclosed; that in case of default in the performance of any covenant therein stipulated he will pay interest on the note herein secured, at the rate of IO per cent per annum fro date thereof until the final payment; that he hereby waives all benefit of the stay, valuation and apprisment laws of the State of Oklahoma .

Signed this 22nd. day of July A D 1908.

In presence of C.D.Coggeshall

Harriet E Cummings

State of Oklahoma Tulsa County .

Before me, a Notary Public ind and for

said County and State, on this 24th day of July 1908 personally appeared Harriet  $\leq \leq f$  Cummings a widow, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and pruposes therein set forth.

SS

C.D.Corgeshall Notary Public ୍

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SEAL. My commission expires April I4- I9II Residence Tulsa Okla . Filed for record Jul 24 I908 at 10'50 A.M. H.C.Walkley Reg of Deeds . (STAL)