

and that they will Warrant and defend the same in the quiet and peaceable possession of said party of the second part, her heirs and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payments to the said Luella F. Stewart, her heirs, successors and assigns at the office of Luella F. Stewart at Wellington, Kansas, the principal sum of seven Hundred Seventy Dollars on the first day of November, 1913, according to the terms and conditions of the one promissory note, made and executed by Belle C. Daugherty and T. J. Daugherty, her husband, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of 6 per cent per annum, payable annually, but with interest after maturity at the rate of ten per cent, per annum, which interest is evidenced by 6 coupon interest notes thereto attached.

SECOND: Said parties of the first part hereby covenant and agree 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, if any there be, or by the County or town wherein said 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 no 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 parties 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 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 premiums 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, at the option of said second party, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or her assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises, by Receiver or otherwise.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

SIXTH: It is further ~~xxxx~~ expressly agreed by and between the parties hereto that no drilling shall be commenced upon said land for oil or gas or any stripping or mining be commenced on any part of said land to obtain coal, stone or other minerals or substances of any character whatsoever without the written consent of said second party