

and are payable to said second party, or bearer at the Office of Holmes & Hibbard, Muskogee, Oklahoma. in U. S. gold coin of present standard weight and fineness.

NOW, THEREFORE, The said first party in consideration of the premises and for the purpose of securing the indebtedness aforesaid, does hereby Grant, Bargain, Sell and Convey unto the said second party, his heirs, and assigns, forever, the following described lands and premises, situate in the County of Tulsa State of Oklahoma, to-wit: The North Half of South-west Quarter and South-east Quarter of South-west Quarter Section Fourteen (14) Township Nineteen (19) Range Thirteen (13).

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereto belonging, unto the said second party his heirs and assigns and the said first party hereby Covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all encumbrances, and that said first party will WARRANT and DEFEND the same unto the said second party, his heirs and assigns, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all benefits of stay laws and rights of homestead, appraisal, redemption, or dower in said premises. This conveyance is made, however, for the following purposes:

The said first party hereby COVENANTS and AGREES with the said second party as follows:

FIRST. To pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth.

SECOND. To keep all buildings, fences or other improvements on said real estate in as good repair and condition as the same are in at this date and permit no waste especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises.

THIRD. To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said second party or assigns, the holders of said indebtedness, for the insurable value thereof, and the policies assigned and pledged and delivered to said second party and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness, and this mortgage shall be a lien upon all insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

FOURTH. To pay all taxes which are due or which hereafter may become liens on said real estate, when by law the same are made payable, and all taxes which may be assessed in Oklahoma against the said second party or assigns on this mortgage or the notes secured hereby.

FIFTH. In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said second party and assigns as aforesaid may do so and this mortgage shall stand security for any amounts so expended by said second party, with interest at the rate of eight per cent. per annum.

NOW, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said first party or assigns shall fail to pay either principal or interest, when the same becomes due; ( or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due) or shall permit or suffer waste to be done upon said premises; or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second party and assigns as aforesaid, without notice and this mortgage may be foreclosed at once for the whole