

bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the said second party the following described real estate, to wit: Lot Five (5) and the South One (1) Foot of Lot Six (6), in Block Seventy-Two (72), in the City of Tulsa, in the County of Tulsa and State of Oklahoma, according to the official plat of said City:

TO HAVE AND TO HOLD the same unto the said second party, his heirs and assigns forever, together with all the improvements and appurtenances thereunto belonging and in any wise thereto appertaining.

And the said first party hereby covenants and agrees to and with the said second party, his heirs and assigns, that he will forever warrant and defend the title to said lands against all lawful claims.

PROVIDED always, however, that this conveyance is made, executed and delivered upon the following conditions, to-wit.

The said first party is justly indebted to the said second party in the sum of Twenty Thousand Dollars, \$20,000.00, as evidenced by one promissory note executed and delivered by said first party, bearing date of October 9th, 1908, payable to the order of the said second party on or before two years after date, at the office of the Union Trust Company at said City of Tulsa, with interest thereon from date until paid at the rate of eight per centum (8%) per annum. And, for the consideration aforesaid, the said first party, in order to provide for the payment of said note, and for the further security thereof, hereby renounces to the said second party all his right and power to collect the rents, issues and profits of said premises and hereby pledges the same to the said second party for the payment and security of said note, subject to the following provisions, to wit:

Until the payment in full of said note, the said first party hereby authorizes and empowers the said second party to take and retain full charge and control of said premises and to demand, collect and receive all rents now due and owing or that may hereafter become due and owing from any and all persons, copartnerships or corporations that may now or hereafter hold or occupy any portion of said above described premises or any of the tenements, erections or improvements thereon, and to execute all proper receipts and acquittances for the rents so collected, such power and authority to be and remain irrevocable by the said first party until said note and interest shall be fully paid; but it is expressly agreed by and between the parties hereto that said second party shall apply the rents and moneys collected in the following manner, to wit;

FIRST: So much thereof as may be necessary shall be expended in maintaining on the buildings on said premises insurance against loss or damage by fire or tornado in an amount not exceeding Ten Thousand Dollars; \$10,000.00, such loss, if any, to be payable to the said second party, as his interest may appear.

SECOND: So much thereof as may be necessary shall be expended in the payment of all School, City, County and State taxes and all taxes or assessments for local improvements now or hereafter imposed by law upon said premises.

THIRD: So much thereof as may be necessary, in the judgment of the said second party, shall be expended in keeping and maintaining the buildings, erections and improvements on said premises in good repair.

FOURTH: After the expenditures above provided for shall have been made, the residue of said moneys so collected from said rents shall be applied to the payment first of the interest and then of the principal of said above described note, and all payments so made upon the principal of said note shall be accepted by said second party as partial payments thereon and interest on such portion of said principal so paid shall cease from the