

unto the said party of the second part, and to his heirs and assigns forever, and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of ~~said~~ ^{the} premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, heirs and assigns forever, against the lawful claims of all persons whomsoever,

PROVIDED ALWAYS, and this instrument is made and executed and delivered upon the following conditions, to wit:

FIRST: Said Maude E. Harlan and John Harlan, her husband, are justly indebted unto the said party of the second part in the principal sum of Five Hundred and no/100 Dollars lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Maude E. Harlan and John Harlan, her husband, and payable according to the tenor and effect of One certain first mortgage Real Estate Note, duly executed and delivered by the said Maude E. Harlan and John Harlan, her husband, bearing date October 17th, 1908, payable to the order of the said Alfred B. Roberts five years after date at Bankers Trust Company, Muskogee, Okla., with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually, on the 17th, day of April and October in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of the said Alfred B. Roberts, at Bankers Trust Company, Muskogee, Okla.,

SECOND: Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same ^{are} become due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments ^{and} insurance premiums; and the amount so paid shall be a lien upon the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

THIRD: Said parties of the first part ^{hereby} agree to keep all buildings, fences and other improvements upon said premises in as good a state of repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH: Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Five Hundred and no/100 Dollars, loss if any payable to the mortgagee or assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any ^{insurance} such policy shall have the right to collect and receive any and all monies which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with all the cost and expense of ^{insuring} collecting said insurance; or may elect to have