

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

PROVIDED ^{always} ALWAYS and this instrument is made and executed and delivered upon the following conditions to wit:

FIRST: Said ^{first} parties of the first part are justly indebted unto the said party of the second part in the principal sum of ^{two} ~~Two~~ Thousand & no/100 Dollars, being for a loan made by the said ^{second} party of the second part to the said party of the first part, ^{and payable} according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said party of the first part, bearing date Oct^{ber} 22nd, 1908, and payable to the order of the said second party on the Twysecond day of January 1909, at Marshalltown Iowa, with interest thereon from maturity at the rate of 10 per cent per annum, payable annually. Said principal bear interest after maturity at the rate of 10 per cent per annum, and are made payable to the order of said second party, at Marshalltown, Iowa, with exchange on New York.

SECOND: The parties of the first part agree to keepall buildings, fences and other improvements ^{on the said land} ~~on said premises~~ in as good repair as they now are, and not to commit or allow any waste on said premises.

THIRD: It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either principal or interest notes, when the same become due, or in case of the default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the ^{premium} ~~premium~~ for said fire insurance as herein after provided, when the same become due, or in case of the breach of any covenant or condition herein ^{contained} ~~contained~~ the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in ~~the~~ ^{said} 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 his heirs or 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.

FOURTH: Said parties of the first part hereby agree ~~that~~ in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two Hundred & no/100 Dollars, which this mortgage ^{also} ~~also~~ secures.

FIFTH: It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest herein described and all renewal principal or interest notes that may hereafter be given, in the event of any extension ^{for} ~~for~~ the 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: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever 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, or by the County or Town wherein said land is situated, when the same become due.

SEVENTH: It is further agreed by and between the parties hereto that should drilling be commenced upon said premises at any time for oil or gas, or mining operations be commenced upon said ^{premises} ~~lands~~, whether by shaft mining, stripping or any other process for the purpose of removing