

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption 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 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 said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

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

FIRST:- Said first parties are justly indebted unto the said second party in the principal sum of Two Thousand Five Hundred and no/100ths Dollars, being for a loan made by the said second party to the said first parties, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by said first parties, bearing date November 4th, 1908, and payable to the order of said second party, on the fourth day of November, 1909, at Tulsa Oklahoma, with interest thereon from date until maturity at the rate of 10 per cent. per annum, payable semi-annually, with exchange on New York, and first parties are hereby given the privilege of paying off said principal indebtedness at any interest paying date, and also of having said principal sum extended for one year or more on the same terms from the date of maturity of said note.

SECOND:- 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.

THIRD:- It is further expressly agreed by and between the parties hereunto that if any default be made in the ^{to any part} payment 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 premium for fire insurance as hereinafter provided, 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, 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 his 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, in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Two Hundred Fifty and no/100ths Dollars, which this mortgage 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 of 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 the Town wherein said land is situated, when the same become due.