

according to the Government plat thereof, described as follows, to wit: Commencing at a point fifty (50) feet South of the Northwest corner of said lot or at a point exactly midway between the Northwest and Southwest corners of said lot and running thence northeasterly and parallel to the North line of said lot for a distance of One Hundred Forty (140) feet, thence in a Southeasterly direction along the east line of said lot for a distance of fifty (50) feet, thence Southwesterly along the South line of said lot for a distance of One Hundred Forty (140) feet and thence Northwesterly along the West line of said lot to the place of beginning; also all that part of Lot Four (4) of Block One Hundred Seventy Two (172) of said City of Tulsa, described as follows to wit: Commencing at a point fifty (50) feet South of the Northwest corner of said Lot Four (4) or at a point exactly midway between the Northwest and Southwest corners of said lot and running thence Northeasterly and parallel to the North Line of said lot for a distance of One Hundred Forty (140) feet, thence in a southeasterly direction along the East line of said lot for a distance of fifty (50) feet, thence in a southwesterly direction along the south line of said lot for a distance of One Hundred Forty (140) feet, and then in a Northwesterly direction along the west line of said lot for a distance of fifty (50) feet to the place of beginning.

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 the 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 the said first parties, bearing date November 4th, 1908, and payable to the order of said second party on the fourth day of November, at 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 the maturity of said note.

SECOND:- The parties of the first part agree to keep all buildings, fences and other improvements on said land in 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 payment of any part of either said 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 for fire insurance as hereinafter provided, when the same shall 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