

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are 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 title to the same in the quiet and peaceable possession of said parties of the second part, their 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 parties in the principal sum of Four Hundred Fifty and no/100 Dollars, being for a loan made by the said second parties to the said first part ~~and~~, 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 25, 1908, and payable to the order of said second parties on the first day of Dec., 1913, at Commercial National Bank, Kansas City, Kansas, with interest thereon from date until maturity at the rate of 6 per cent per annum, payable annually, which interest is evidenced by five coupon interest notes of even date herewith, and executed by the said first parties, one, (the first) for Twenty-seven and 37/100 Dollars, due on the first day of December, 1909, and four notes for Twenty-seven and no/100 Dollars each, due on the first day of December, 1910, 1911, 1912, 1913, respectively. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent per annum, and are made payable at the order of said second parties at Commercial National Bank, Kansas City, Kansas, with exchange on New York.

SECOND: The said parties of the first part agree to keep all buildings, fences and other improvements on 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 payment of any part of either said principal or interest notes, when the same becomes 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 parties of the second part, or their assigns, as additional collateral security and said parties 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 Seventy Five and no/100 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 Town wherein said land is situated, when the same become due.