appertaining and belonging to said the Denning Investment Company and to its successors and assigns, forever. Provided, never-the-less, and these presents are made by said party of the first part upon the following covenants and conditions, towit:
First. The said party of the first part, for itself and its heirs, executors and administrators covenant to and with said party of the second part that said first party is lawfully seized in fee of the premises hereby conveyed, and that it has good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances, that it will, and its heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.
Second. That said first party will pay to said second party or order eight hundred dollars, with interest thereon from April 15" 1908, until paid at the rate of six per cent. per annum, payable semi-annually, on the first day of April and Oct in each year, and in accordance with one certain promissory note of the said party of the first part, with coupons attached, of even date herewith.
Third. The said first party agrees to pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns, and will pay all taxes levied upon said mortgage, and the said first party shall not be entitled to any offset against the same