

possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein, and the payment to Southern Surety Company at its office in Des Moines, Iowa its successors or assigns, the principal sum of Fifty Thousand and no/100 (\$50,000.00) Dollars, according to the terms and conditions of the five promissory notes, made and executed by The Tulsa Stone Company party of the first part, bearing even date herewith, with interest thereon from July 1st, 1922, at the rate of 6 per cent per annum, payable annually, but with interest after maturity at the rate of eight per cent per annum.

Now if said party of the first part shall pay, or cause to be paid, said notes and the interest thereon, according to the tenor and effect thereof, and shall do and perform each and every covenant and agreement herein contained, then this instrument shall be null and void, otherwise it shall be and remain in full force and effect.

The party of the first part to better secure the repayment of the loan of money from second party, as represented by the notes described herein, together with interest on same at maturity, hereby further expressly promises, covenants and agrees as follows:

FIRST: To pay all taxes and assessments of whatsoever 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, and to keep the buildings upon the mortgaged premises insured in some reliable insurance company, approved by the party of the second part, for the sum of ----- Dollars and to assign the policies to said party of the second part, as its interests may appear, and deliver said policies and renewals to said party of the second part, to be held by said party of the second part, or its assigns, as collateral additional security for the debt secured hereby until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and expense of collecting such insurance of loss occurs.

Second: 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: 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 default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premium for said insurance 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, at the option of said second party without notice, but the party of the second part, or the legal holder of this mortgage, at its or his option, may pay such taxes or assessments or installments of principal, or charges for insurance so due and payable, if the mortgagor shall for thirty days after due neglect or refuse to pay same, and said amounts together with interest thereon, at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgaged property, which shall be secured by this mortgage in the same manner as said principal sum secured hereby, or the holder of this mortgage, if he so elect, may in case of default in payment, as herein agreed by the mortgagor, declare the whole sum of money secured hereby due and collectible at once, 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