

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit: 1

FIRST. Said George W. Davidson Jr. & Marjean Davidson, justly indebted unto the said party of the second part in the principal sum of Forty Five Hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said George W. Davidson Jr. & Marjean Davidson and payable according to the tenor and effect of two certain First Mortgage Real Estate Note -----executed and delivered by the said George W. Davidson & Marjean Davidson bearing date Aug. 3, 1922, payable to the order of the said The First National Bank of Sand Springs 3 mos. after date, at Sand Springs with interest thereon from date until maturity at the rate of 10 per cent per annum, payable semi-annually, on the -----days of -----and --- in each year, and ----- per cent per annum after maturity, the installments of interest being further evidenced by ----- coupons attached to said principal note, and of even date therewith, and payable to the order of said -----

SECOND. Said first parties further expressly agree that he will 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 assigns; and will pay all taxes levied upon this mortgage or the notes secured thereby.

Upon violation of this agreement, or the passage in said State of any law imposing payment of the whole or any portion of any of the taxes or assessments aforesaid upon the mortgagee, or authorizing or directing the taxation, directly or indirectly, of this mortgage or said note or the debt secured thereby or the income arising therefrom, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible and said mortgagee shall be entitled to immediate possession of the premises and the rents, issues and profits thereof, and the said first parties shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

THIRD. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Two Thousand Dollars, loss, if any, payable to the mortgagee or assigns. And it is further agreed that every such policy of insurance shall be held by the part---- of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said part----- of the second part, or the legal holder or holders of said note, may deliver said policy to said part---- of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.