

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 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 Simon Berry and Alma Berry his wife, are justly indebted unto the said party of the second part in the principal sum of Seven Hundred & No/100 Dollars, in lawful money of the United States being for a loan thereof made by the said party of the second part, to the said parties of the first part, and payable according to the term or and effect of one certain negotiable promissory note, executed and delivered by the said first parties bearing date September, 14th 1922 payable to the order of said second party on the 14th day of September, 1923, with interest thereon from date until maturity, at the rate of ten per cent per annum, payable semi-annually on the 14th day of March and September in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by two coupons attached to said principal note of \$700.00 and of even date therewith and payable to the order of said party of the second part. All principal and interest payable at 231 Low Building Tulsa, Oklahoma.

SECOND. Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep such buildings, and improvements on said land insured against fire and tornadoes in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first parties assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD. The said parties of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH. In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH. Said parties of the first part agree that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said parties of the first part shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than Seventy (\$70.00) dollars shall be added, which this mortgage also secures. And that the said parties of the first part, for said so