

to-wit:--- executed by the makers hereof, of even date herewith, due and payable as follows: \$45.00 on Sept. 2<sup>nd</sup>, - first, 1923. - - - - to the order of the second party, with interest thereon at the rate of none per centum per annum until due, and at the rate of --- per centum per annum after due.

The interest before maturity is further evidenced by none coupons attached to the \$45.00 note and no coupons attached to the --- note, principal and interest payable at the place designated in said note and coupons, and said principal note and coupons being numbered-----

The party of the first part hereby make the following special covenants to and with the said party of the second part and their assigns, to-wit:

First. That said first party will procure separate policies of insurance against fire and tornadoes, each in the sum of none dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

Second. That the first part- will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises, before the same become delinquent/

Third. That the said first party will keep and maintain all improvements on the premises in good condition, commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

Fourth. Upon any breach of the first, second or third special covenants of this mortgage hereinbefore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum of sums secured hereby due and payable without notice, and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

Fifth. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant hereinabove set out.

Sixth. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder thereof to a foreclosure, an additional sum of \$10.00 for attorney's fee shall be recovered and shall be included in any judgement or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

Seventh. The said first party hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisement of the premises in any judicial sale thereof at the election of the holder of this mortgage.

Eighth. Said mortgagor agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this Claremore Okla. day, 2<sup>nd</sup> Sept. 1922.

Emma Spade.

State of Oklahoma )  
Rogers County ) SS

) Before me, Chas. B. Carden, a Notary Public in and for said County, on this 5th day of September, 1922, personally appeared Emma Spade, his wife, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.