the said second parties in the principal sum of one hundred twenty dollars, being for a loan made by the said parties of the second part to the said first parties and payable according to the tenor and effect of two certain negotiable promissory notes executed and delivered by the said first parties bearing even date herewith and payable to the order of said second parties at the Commercial National Bank of Kansas City, Kansas, said notes being for sixty dollars each, one of which is due May 1st. 1909 and the other is due May 1st, 1910, together with interest at the rate of ten per centum per annum after due.

Second, Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatever character on said land that may be made thereon by the state of Oklahoma or the County or town in which the land may be situated, when the same become due.

Third; The said parties of the first part agree to keep all buildings fences and other improvements on said land in as good repair as they now are and not to commit nor allow any waste on said premises.

Fourth; It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of said principal sum when the same becomes due, or in the 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, and this mortgage may be foreclosed accordingly.

Fifth; Said parties of the first part hereby agree, in the event action is brought to foreclose this mortgage, they will pay a reasonable fee for plaintiffs attorney in the sum of twenty five dollars which this mortgage also secures.

Eighth; And the said parties of the first part, for said consideration, do hereby expressly