

of Tenth Street, being also the Northerly line of said Block One Hundred Ninety-six (196), a distance of One Hundred and forty feet (140') to the place of beginning; said plot comprising a rectangular shaped piece of land having a frontage of One Hundred feet (100') on Boston Avenue, and a frontage of One Hundred and Forty feet (140') on Tenth Street, with a uniform width of One Hundred feet (100') and a uniform depth of One Hundred and Forty feet (140'); all in said Block One Hundred and Ninety-six (196) of the Town, now City of Tulsa, Tulsa County, Oklahoma, according to the official plat thereof. ~~The premises hereditaments and appurtenances thereto belonging or in any~~ With all the improvements thereon, together with all and singular appertaining.

TO HAVE AND TO HOLD the above described premises, together with all improvements thereon, and all rents, issues, leases and appurtenances, thereto belonging or appertaining, unto the said party of the second part, its successors and assigns.

PROVIDED, ALWAYS, that if the said parties of the first part, their heirs, personal representatives or assigns shall well and truly pay unto the second party, its successors or assigns, the said principal and interest notes, in accordance with the tenor thereof and shall otherwise perform and carry out all the covenants and agreements in said notes and this mortgage agreed to be performed, then in that event these presents and the estate hereby granted shall cease, determine and be void.

And the said parties of the first part covenant with the party of the second part as follows:

First. That the title hereby conveyed is the fee simple title to the premises above described, and that the same is free and clear of all liens, restrictions, encumbrances, and delinquent taxes of any kind whatsoever; that said first parties have good right and authority to convey and encumber said premises and they will warrant and defend the same and the peaceable and quiet possession thereof against all persons whomever.

Second. That they will insure the buildings now or hereafter upon said premises and keep same insured during the term of this mortgage against loss by fire, in at least the sum of Fifty Thousand Dollars (\$50,000) and against loss by tornado in at least the sum of Twenty Five Thousand Dollars (\$25,000) and against loss or damage by explosion of boilers in the sum of ----- Dollars (\$ ). All of said insurance to be represented by policies issued by solvent insurance companies, duly authorized to do business in the State of Oklahoma, and satisfactory to said second party, the form of said policies likewise to be satisfactory to said second party, and all said policies to be made payable and delivered to said second party, to be held by it during the life of this mortgage, said second party being hereby authorized to sue for and collect all moneys payable under such policies, and to hold and apply the proceeds thereof at its discretion, either to the restoration of such improvements or the payment of said notes or any of them.

Third. That they will pay or cause to be paid all taxes, assessments, charges, general or special, water rents and other municipal or governmental rates, charges or liens, or any of them, which may be lawfully assessed against the said premises and that such payments will be made before the same become delinquent, and will pay all sums necessary to protect the property hereby conveyed and the title, possession or use thereof; and will present to said second party at its office, in the City of St. Louis, Missouri, the official tax receipts for all taxes so paid.

Fourth. That they will maintain all improvements now or hereafter on said premises in a tenantable condition and will operate the same in a first class manner and make necessary repairs and alterations thereto from time to time, and keep the same free from waste and nuisances of any kind, and that no part of said building shall be operated, used or maintained in any manner which would violate any law of the United States, or the State of Oklahoma, or any Ordinance of the City of Tulsa, or any lawful rules or regulations