

and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its heirs and assigns, forever, all of the following described tract, piece, or parcel of land, lying and situate in Sand Springs County of Tulsa and State of Oklahoma, to wit:

Lots Seventeen (17) and Eighteen (18) in Block Thirteen (13)

Original Town of Sand Springs

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized 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, its 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 George W. Davidson Jr. and Marjean Davidson justly indebted unto the said party of the second part in the principal sum of Forty Three Hundred Forty Three 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. and Marjean Davidson and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said George W. Davidson, Jr., and Marjean Davidson bearing date Oct. 30th, 1922, payable to the order of the said The First National Bank of Sand Springs 6 months after date, at Sand Springs with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi-annually on thedays of..... and in each year, and 10 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 at

Second. Said first parties further expressly agree that they 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.