

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 F.J. Hoot, Julia A., G.T. and Anna Hoot ~~are~~ justly indebted unto the said party of the second part in the principal sum of sixteen thousand 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 F.J., Julia A. G.T. and Anna Hoot, and payable according to the tenor and effect of a certain first mortgage real estate note executed and delivered by the said F.J., Julia A. G.T. and Anna Hoot bearing date Nov. 22, 1922, payable to the order of the said C. S. Greer 90 days after date, at First National Bank, Sand Springs, Okla., with interest thereon from date until maturity at the rate of - - - per cent per annum, payable semi-annually, on the - - - day of - - - and - - - in each year, and - - - per cent per annum after maturity, the installments of interest being further evidenced by - - - coupons attached to said principal note, and of even date herewith, 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 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 assessed 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 as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of - - - dollars, loss, if any, payable to the mortgagee or assigns.

And if it is further agreed that every such policy of insurance shall be held by the part-- of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal