

of the second part, its successors or assigns forever, all that tract or parcel of land situated in the County of Tulsa, in the State of Oklahoma, described as follows, to-wit: Southwest quarter of southeast quarter of section two (2) township nineteen, (19) north, range fourteen (14) east

of the Indian Meridian, containing in all 40 acres, more or less, according to the Government survey thereof, with the appurtenances, rents, issues and profits and all the estate, title and interest of said first party herein. And the said first party does 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 thereon, and will warrant and defend the title to the same and that the same is free and clear of all encumbrances of whatsoever kind except a certain mortgage for \$1400.00 given to the Deming Investment Company.

This grant is intended as a mortgage to secure the payment of the sum of Four Hundred ten & 50/100 dollars, payable as follows, to-wit:

\$132.50 - Jan'y. 1st, 1924
 \$128.00 - Jan'y. 1st, 1925
 \$75.00 - Jan'y. 1st, 1926
 \$75.00 - Jan'y. 1st, 1927

at the office of the Deming Investment Company, Oswego, Kansas, according to the terms of four certain promissory notes this day executed and delivered by the said first party to the said party of the second part.

The first party agrees to commit or permit no waste; to pay all taxes or assessments against said land or any interest thereon before they become delinquent; to provide insurance satisfactory to the second party in the sum of none dollars, the loss, if any, to be payable to the holder of the mortgage to which this lien is subject, second, to the holder hereof as its interest may appear; to pay the interest secured by any prior ^{liens} or encumbrances on said property before it becomes delinquent; to pay the principal secured by any prior liens or encumbrances on said property before the same becomes delinquent; to procure release of or pay any adverse claims, liens, charges or encumbrances against said property; and in case of the neglect or refusal of first party to perform any of the agreements herein, said second party may effect such agreements without waiving the breach of the foregoing conditions, and the sum so paid shall be immediately repaid with ten per cent interest thereon from date of payment, and shall be an additional lien upon said property secured by this mortgage.

If said notes be paid when due and all the agreements made herein be faithfully kept and performed, then this mortgage shall be release at the cost of the mortgagors, but if default be made in the payment of any of said notes or in the performance of any of the covenants, terms or conditions herein, or if at any time any law of the State shall be enacted imposing or authorizing the imposition of any tax upon this mortgage, except the mortgage registration tax, or upon the debt secured hereby, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any tax or taxes herein agreed to be paid by the said first party is illegal or inoperative, the whole sum of money therein secured may at the option of the holder of the notes and without notice be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole sum of said money, interest and costs, anything in this mortgage or said notes contained to the contrary notwithstanding, provided this agreement shall not be construed to include any person