

ance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said part⁶-- of the second part, ----- 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 H. W. Sanderson is justly indebted unto the said party of the second part in the principal sum of EIGHT THOUSAND and No/100 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 H. W. Sanderson and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said H. W. Sanderson bearing date May 4, 1923, payable to the order of the said J. C. Culbertson May 1, 1928, after date, at Office of CULBERTSON & TOMM, Muskogee, Oklahoma, with interest thereon from date until maturity at the rate of six & one-half per cent per annum, payable annyally, on the first day of May in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by five coupons attached to said principal note, and ff even date therewith, and payable to the order of said J. C. Culbertson at Office of CULBERTSON & TOMM, Muskogee, Oklahoma.

SECOND. Said first party further expressly agrees that he 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 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 party shall not be entitled to any offsets against the sums hereby secured for taxes or assessments so paid.

THIRD. Said party of the first part hereby agrees 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.

FOURTH. Said party of the first part hereby agrees 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 Insurable value, loss, if any, payable to the mortgagee or his assigns.

And it is further agreed that every such policy of insurance shall be held by the party 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 receiveable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collected 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 holder or holders of said note, may deliver said policy to said party of the first part, and reo