of the second part, to be now lawfully seized of said premises, and to now have good right

to sell or convey the same, and that the same are free of all encumbrances, and warrants

the title to the same.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST-This mortgage is given to secure the payment by the party of the first part to the party of the second part, as its offices in the City of Tulsa, Oklahoma, of the sum of Ten Thousand and no/100 DOLLARS, with interest at the rate of six per cent per annum, payable semi-annually, evidenced by a certain promissory note of even date herewith, executed by the party of the first part to the party of the second part, conditioned for the payment of said sum and interest, the first payment of interest being due November 1st, 1923, thereafter principal and interest payable semi-annually; both principal and interest being then payable on the amortization plan in sixty-five equal semi-annual payments, and a sixtysixth or final payment, unless sooner matured by extra payments on account of principal pursuant to the provisions of the Federal Loan Act and in accordance with amortization tables provided by the Federal Farm Loan Board, which promissory note further provides that all payments not made when due shall bear interest from the due date to the date of payment at the highest rate authorized by the State of Oklahoma, not exceeding eight per cent per annum.

SECOND-Party of the first part agrees to keep the buildings and improvements on the premises above conveyed insured against loss by fire, lightning, tornado and windstorm, in the sum of $2,500.00 in an insurance company to be approved by party of the second part, such policy or policies of insurance to be deposited with party of the second part, and loss thereunder to be payable to party of the second part as its interest may appear.

THIRD-Party of the first part agrees to pay, when due, all taxes, charges and assessments legally levied against the property herein conveyed.

FOURTH- In the event that party of the first part shall fail to pay any taxes or assessments against said premises when due, or to maintain insurance as hereinabove provided for, party of the second part may make such payments or provide such insurance, and the amount paid therefor shall become subject to the lien of this mortgage, and bear interest from dat of payment at the highest rate authorized by this State, not exceeding eight per cent per annum.

FIFTH-Party of the first part agrees to commit or permit no waste upon said premises, and to maintain the buildings, fences and other improvements now on said premises, or hereafter placed thereon, in a good state of repair, and to permit no act by which the value of said premises will be impaired.

SIXTH- Party of the first part in the application for loon has made certain representations to party of the second part as to the purpose of purposes for which the money loaned on this mortgage was borrowed.   Such representations are hereby specifically referred to and made part of this mortgage.

SEVENTH-This mortgage is made to party of the second part as a Joint Stock Lan Bank doing business under "The Federal Farm Loan act" and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said act.

EIGHTH-And to further secure the payment of said note, the party of the first part hereby assigns to the party of the second part, in whole or, at the option of the second party, in such amounts or such proportionate part or parts as the second party may from time to time designate, all the bonus, rents, royalties, payments and delay of moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment, shall be applied; first, to the payment of the matured installments; and