

COMPARED

TO HAVE AND TO HOLD THE SAME, with all and singular, the tenements, hereditaments and appurtenance thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors 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 party of the first part is justly indebted unto the said party of the second part in the principal sum of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS, in lawful money of the United State being for a loan thereof made by the said party of the second part, to the said party of the first part and payable according to the tenor and effect of one certain negotiable promissory note numbered executed and delivered by the said party of the first part bearing date March 20, 1923 payable to the order of said CHOCTAW COTTON OIL COMPANY on January 1, 1924, with interest at the rate of 8 per cent per annum, both interest and principal payable at the First National Bank of Ada, Ada, Oklahoma.

SECOND: Said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible insurance company, to the satisfaction of the holder hereof in the sum of not less than \$10,000 fire insurance and \$5,000 tornado insurance the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the party of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum and the first part assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said party of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the <sup>Payment of the</sup> moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said party of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof as the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said party of the first part, shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorney's fee of not less than----Dollars shall be added, which this mortgage also secures.

And that the said party of the first part, for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of