

undivided one-half interest in and to the oil, gas and other mineral rights),

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said parties of the first part do 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 therein, free and clear of all incumbrances, and that 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 Parties of the first part are justly indebted unto the said party of the second part in the principal sum of Two 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 Parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said parties of the first part bearing date February 21, 1923, payable to the order of the said H. H. Bell January 1, 1933 after date, at Commercial National Bank of Muskogee, Oklahoma, or its successors, with interest thereon from January 1, 1924 until maturity at the rate of six per cent per annum, payable semi-annually the first payment due July 1, 1924, and thereafter on the first days of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by eighteen coupons attached to said principal note, and of even date therewith, and payable to the order of said H. H. Bell at Commercial National Bank of Muskogee, Oklahoma, or its successors.

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 such 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 secured 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 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 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 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