

84
 Received
 Receipt No. 9194 the sum in payment of mortgage
 tax on the within mortgage

Dated this 1st day of May 1923

WAYNE L. DICKEY, County Treasurer

To have and to hold the above bargained premises unto the said party of the second part, his successors, heirs and assigns, to the sole and only proper use, benefit and behoof of the said party of the second part, his successors, heirs and assigns, forever and the said parties of the first part do covenant with the said party of the second part, his successors, heirs and assigns, that at the time of the delivery of these presents they are well seized of said premises in fee simple; that they are free from all imconbrances and charges whatever, and that they will, and their heirs, executors and assigns shall forever warrant and defend the title of the same against all lawful claims whatsoever;

Provided, always, and these presents are upon the express condition, that if the said parties of the first part shall and does well and truly pay or cause to be paid to the said party his successors, heirs or assigns, the sum of fourteen hundred dollars, with interest according - thirty five certain promisory note bearing even date herewith, payable monthly beginning April 17th, 1923, executed by William Walker and Georgie^M Walker, to said party of the second part, his successors, heirs and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of said party of the second part in and to said premises, by virtue of this mortgage, and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least one thousand dollars, for the benefit of the party of the second part, his successors, heirs and assigns, and assign and deliver the policy and certificates thereof to the party of the second part, his successors and assigns, and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is hereby expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, his successors, heirs and assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it also agreed, that should any default be made in such payment of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful for the party of the second part, his successors, heirs and assigns, without prejudice to any rights which he might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first parties fail or neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, then the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to