

the title to the same. **COMPARED**

This Mortgage is given to secure the principal sum or THIRTY THOUSAND (\$30,000.00 DOLLARS, with interest thereon at the rate of eight per cent, per annum, payable semi-annually from date according to the terms of two certain promissory notes described as follows, to-wit:

executed by the makers hereof, of even date herewith, due and payable as follows: \$10,000.00 on or before October First, 1923, and \$20,000.00 on or before April First, 1925, to the order of the second party, with interest thereon at the rate of eight per centum per annum until due, and at the rate of ten per centum per annum after due.

The interest before maturity is further evidenced by one coupons attached to the \$10,000.00 note and four coupons attached to the \$20,000.00 note, principal and interest payable at the place designated in said notes and coupons, and said principal note and coupons being numbered 1 and up.

The party of the first part hereby makes the following special covenants to and with the said party of the second part and their assigns, to-wit:

FIRST. That said first party will procure separate policies of insurance against fire and tornadoes, each in the sum of -----Dollars, and maintain the same during the life of this mortgage for the benefit of the mortgagee or their assigns, and made payable to the mortgagee or assigns as his or their interest may appear.

SECOND. That the first party will pay all taxes and assessments, whether general or special, lawfully levied or assessed on said premises before the same become delinquent.

THIRD. That the said first party will keep and maintain all improvements on the premises in good condition; commit or suffer no waste thereon, and not allow said premises to become in a dilapidated condition.

FOURTH. Upon any breach of the first, second or third special covenants of this mortgage heretofore enumerated, as well as for the failure to pay any part of the indebtedness hereby secured, either principal or interest, at the time the same become due, the holder of this mortgage may declare the entire sum or sums secured hereby due and payable, without notice, and shall be entitled to a foreclosure of this mortgage for the satisfaction thereof.

FIFTH. In case of default in payment of any insurance premium, taxes or assessments, the holder of this mortgage may pay and discharge the same, and all such sums so paid shall be secured by the lien of this mortgage and draw interest at the rate of ten per cent per annum, provided that such payments by the mortgagee shall not operate as a waiver of the right to foreclose the mortgage under the provisions of the fourth special covenant heretofore set out.

SIXTH. In the event of suit being brought to foreclose this mortgage by reason of any default entitling the holder hereof to a foreclosure, an additional sum or a reasonable amount for Attorney's fee shall be recovered and shall be included in any judgment or decree of foreclosure and as a part of the indebtedness secured by this mortgage.

SEVENTH. The said first party hereby waive notice of the election to declare the whole debt due in accordance with the terms of this mortgage and waive the benefit of appraisement of the premises in any judicial sale thereof at the election of the holder of this mortgage.

EIGHTH. Said mortgagor agree to pay any tax that may be assessed against this mortgage under the laws of the State of Oklahoma.

Dated this 31st, day of March, 1923.

Frank C. Giddings.