

shall be the amount agreed upon, as the damage which you shall be presumed to have sustained by reason of said breach on our part as aforesaid, provided, however, that in case the notes and mortgages have been executed in pursuance of said contract before the breach thereof, if any, then and in that event, we agree that the above described notes given by us on compensation for your services in negotiating said loan, shall immediately become binding, and be due and payable, and the mortgage securing same shall be and become forthwith absolute, and the right to foreclose the same as promptly as you may choose is hereby recognized and agreed to, and this provision shall be construed as part of said mortgage.

And we do authorize you or the assignee of this contract to receive all money due us on said loan and to pay off <sup>to</sup> the mortgagee, or the firm, or the company, which negotiated said loans, all incumbrances, leases, taxes and liens of every kind on our said lands, necessary to be made to perfect our title to said lands or any part thereof. And if the loan hereby applied for should not be sufficient to pay off all liens, we agree to pay the deficiency within ten days after the said note and mortgage are executed. If said premises are occupied by any other person or child of legal age, or are rented or leased, we agree to obtain and deliver to you the written disclaimer of said tenant by person in favor of lender.

We agree to keep the buildings on said premises insured against fire, lightning and wind storms until said loan is fully paid in the sum of \$400.00 all policies to be written for not less than three-year term, in reliable insurance companies, approved by you and to have attached to each a subrogation mortgage clause with loss, if any, made payable to the said lender or assigns. Said policies with premiums prepaid shall be delivered prior to payment to me of the proceeds of said loan and if for any reason, we should fail to deliver such insurance policies, you are hereby authorized to have all policies written and the premium therefor deducted from the proceeds of said loan.

We warrant that our answers to the following questions are true and correct;

Give an itemized statement or purpose for which loan is made, pay present loan.  
When is money needed? Dec. 1st. Do you <sup>Individually</sup> personally own this land? Yes. Has anyone besides yourself an interest therein? No. Are there any executed deeds, mortgages, or other instruments affecting it not on record? No. Do you hold the title thereto. Yes. If not, when do you expect to? - - - From whom did you buy this land? About 1915. When? ---  
What was the actual consideration paid? \$4500.00 - Cash - Trade. If trade, describe it, Tulsa Property. Notes - Do you live on this land? No. If now where do you reside, #420 W 2nd St. Wilson Apartment. Are there any vendor's liens, trust deeds, mortgages, or other claims on the property offered as security? Yes. If state number of notes, amount of each, date due, name and address of holder of each and if interest is to be included in the loan, the amount due at a given date. Walton Trust Co. \$1500.00, due Dec. 1st.  
Are there any unpaid bills, notes or account for improvements or fixtures on said property, No. If no, what amount? - - - When due and rate of interest? - - - What do they cover? - - - To whom made? - - - Are improvements complete and fully paid for? Yes. Are ginning machinery and pumping plant fully paid for? Are there any judgments against you in U.S. courts or any Court? No. If so for what amount in whose favor, in what Court? Have you any suits pending in above named courts, in which you are either plaintiff or defendant? If so, give us a full statement as to what they are, in what courts, titles of cases, and amounts involved. No. What is your age? 54. Your wife's age? Deceased. Give names and ages of all children living with you. (if any married, so state) or anyone else living with you. Were you ever divorced? No. When and where? - - -

We hereby certify, that the foregoing statements are correct, and that we have read