

assigns, the sum of two hundred no/100 dollars, according to the terms, tenor and effect of one promissory note for the principal sum of two hundred no/100 dollars, bearing even date herewith, made and delivered by the said parties of the first part, and payable to the order of the said party of the second part, one year after date, after the date thereof, together with interest thereon at the rate of ten per cent, per annum from the date thereof until paid, interest payable semi-annually. ~~COMPANIES~~

Provided

And /further, that if the said parties of the first part, their heirs, executors or administrators, shall well and truly perform all and singular the several covenants, conditions, agreements and promises contained in the said note, and in these presents, and shall pay all sums of money for taxes, assessments and insurance as hereinafter provided, then these presents shall be null and void, otherwise to remain in full force.

And the said parties of the first part, for themselves and their heirs, personal representatives and assigns, covenant and agree to and with the said party of the second part, his heirs legal representatives and assigns, that they hold the same premises by title in fee simple; that they have good right and lawful authority to sell and convey the same; that said premises are free and clear of all liens and incumbrances whatsoever, except a certain mortgage favor The Broken Arrow Building and Loan Association, of Broken Arrow, Okla., for the principal sum of six hundred no/100 dollars, that they will warrant and defend said premises against the lawful claims of all persons whosoever; that they will keep the buildings now or hereafter erected upon said premises insured against loss or damage by fire for the benefit of the said party of the second part, his legal representatives or assigns, so long as this mortgage shall remain a lien upon said premises, in a sum not less than - - - - dollars, in one or more insurance companies doing business in the State of Okla.. to be approved by the said party of the second part, their legal representatives or assigns, and that they will deliver the policy or policies of such insurance to the said party of the second part, their legal representatives or assigns, and that, upon the failure of the parties of the first part, their legal representatives or assigns, to cause said property to be insured as above stated, then the said party of the second part, their legal representatives or assigns may at once cause the said buildings to be insured as above provided; that the said parties of the first part will pay all taxes and assessments against said property before the same become delinquent, and that, in default thereof, the said party of the second part, their legal representatives or assigns may at once pay the same.

And it is expressly covenanted and agreed that if default shall be made in the payment of any of said note, or any of them, or of any part thereof, or in the payment of any interest thereon, according to the tenor of effect of said note, or if the said parties of the first part, their legal representatives or assigns shall allow the taxes or assessments upon the above described premises, or any part thereof, to become delinquent, or shall do or suffer any act to be done, whereby the value of the said premises shall be impaired as a security for the said note and interest, or shall fail to insure the said buildings as hereinabove provided, or if the said parties of the first part, their heirs, executors, administrators or assigns, shall fail to perform or keep any of the agreements, covenants or promises contained in the said note or any of them or in these presents, then, upon the violation or breach of any of said covenants, promises or agreements, the whole amount and entire sum represented by said note shall, at the election of the lawful holder thereof, become due and collectible at once (said parties of the first part hereby waiving notice of such election) and the said party of the second part, his legal representatives or assigns, may proceed to foreclose