

COMPARED TO HAVE AND TO HOLD THE SALES, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof, the said party of the first part is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance, and the said party of the first part will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST:-- This mortgage is given as security for the performance of the covenants herein, and payment to the said GUARANTY TRUST COMPANY of Muskogee the principal sum of Thirty Five Hundred dollars, according to the terms and conditions of one certain negotiable bond or note made and executed by party of the first part, bearing even date herewith with interest thereon from the date hereof until maturity at the rate of six per cent. per annum, payable semi annually, but with interest after maturity at the rate of ten per cent per annum payable annually, which interest is evidenced by coupon interest notes thereto attached. It is further agreed that in no event shall the rate of interest upon the indebtedness secured hereby exceed ten per cent. per annum; and if any charge shall be made or moneys collected, which shall have the effect of increasing the rate of interest so that it shall exceed the rate of ten per cent. such charge is made without the authority, knowledge, or consent of the second party; and if the party of the first part shall pay any interest thereon above the rate of ten per cent. then such excess shall be credited upon the sums due hereunder.

SECOND:-- Said party of the first part hereby covenants and agrees to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan, by the State of Oklahoma, or by the County or Town wherein said land is situated when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable insurance company, approved by the party of the second part, against loss or damage by fire, lightning, tornado and wind storm, for the sum of no dollars and to assign the policies to said party of the second part, as its interest may appear, and deliver said policies and renewals to said party of the second part to be held by it until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

THIRD:-- The said party of the first part agrees to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

FOURTH:-- It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest coupon notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon the said premises, or upon said loan, or for local improvements of other purposes, or the premium for said insurance, when the same becomes due, or in case of the breach of any covenant or condition herein contained, then the said second party, or its legal representatives, are hereby authorized to pay said delinquent items together with any other sums which it may deem necessary to protect this lien, including liens, claims, adverse titles and encumbrances on said premises, and expense of abstract of title to said premises and in perfecting and defending the title to said premises (which expense shall include, among other things, whatever amount may be expended by second party as attorney's fees