

may, at their option, and in addition to the payments hereinabove required to be made, pay the sum of \$5,000.00 or any multiple thereof, of the principal sum above named, on any date upon which interest is due and payable, as hereinabove provided, if the makers shall have, at least sixty days prior to such interest paying date, given notice in writing to the New York Life Insurance Company of their intention to make such payment. PROVIDED FURTHER, HOWEVER, that no such payment shall exceed an amount equal to one-fifth of the total principal sum above named, except as hereinafter provided. IT IS FURTHER PROVIDED that the makers hereof may, upon any date upon which interest shall fall due hereunder, make payment of the entire balance due hereunder, upon giving notice in writing to the New York Life Insurance Company, at its office in New York City of their intention to make such payment, and by paying one-half of one per centum per annum for the unexpired term of the principal sum then unpaid, in addition to the principal sum and interest accrued thereon to date of payment.

COMPARED

This note is secured by first mortgage bearing even date herewith, on that certain property with buildings and improvements thereon, situate on; Part of Lot Three (3) of Block One Hundred Forty-nine (149) of the City of Tulsa, Oklahoma.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that should any default be made in the payment of said debt, or any instalment thereof, or interest thereon, or any part thereof, on the day whereon the same may become due and payable, as above expressed, or should any default be made in the compliance or performance of the covenants and agreements contained in the aforesaid mortgage, then, in that event, the aforesaid entire principal sum, with interest thereon, regardless of the maturity of this note, with all arrearages of interest thereon, shall, at the option of the holder, become due and payable immediately without notice, and if the holder shall declare the whole sum due by reason of such default, the whole principal sum so declared due shall and after that date, and until paid, bear interest at the rate of ten per centum per annum in stead of interest at the rate hereinabove specified, anything hereinbefore contained to the contrary notwithstanding.

L. E. ROBERTS

THEODOSIA H. ROBERTS."

The mortgagors covenant with the mortgagee as follows:-

1. That at the making and delivery herewith the mortgagors are the lawful owners in fee of the said property and real estate hereby mortgaged, that the mortgagors are seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances, and that the mortgagors have good right and authority to mortgage the same and warrants the title to the same.

2. That the mortgagors will pay all of said sums, payments and interest mentioned in said note as they become due and payable, that the mortgagors will promptly pay all taxes, assessments and rates and all premiums of insurance chargeable against the mortgagors or against said property; that the mortgagors will keep said property and the building situated thereon in good condition and repair and that the mortgagors will do no act and permit the doing of no act by which the value of said property may be impaired.

3. That the mortgagors will keep the buildings constructed on said premises insured against loss or damage by fire, lightning, tornado and wind, for the benefit of the mortgagee in the sum of not less than Seventy-two Thousand and no/100 Dollars (\$72,000.00) in some responsible insurance company or companies to be approved by the mortgagee, and will deposit the policies for said insurance with the mortgagee, and will deposit renewals of such policies with the mortgagee at least seven days before the expiration of such policies.