

section thirteen (13) in township seventeen (17) north, range
fourteen (14) east,

of the Indian Meridian, containing in all 115 - 25/100 acres, more or less, according to the Government survey thereof, and warrant the title to the same.

To have and to hold the premises above described, together with all rights and claims of Homestead and exemption of the said party of the first part, their heirs or assigns therein, to said The Deming Investment Company, and to its successors and assigns forever; provided, nevertheless, and these presents are made by said party of the first part, upon the following covenants and conditions, to-wit:

The said party of the first part covenant and agree.

First: That they are lawfully seized in fee of the premises hereby conveyed; that they have good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; and that they will and their heirs, executors, and administrators shall forever warrant and defend the title to the said premises against all claims and demands.

Second. That said first party will pay to said second party or order the sum of three thousand dollars, with interest thereon until due at the rate of 5½ per cent per centum, payable annually, on the first day of August, in each year, and in accordance with one certain promissory note of the said first party, said note being of even date herewith and bearing interest at the rate of ten (10) per centum per annum after maturity, payable semi-annually.

Third. That the mortgagor hereby agrees to pay, before the same shall become delinquent, any and all taxes, charges or assessments assessed or levied by any competent public authority of the State in which the lands above described are located, or of the United States of America, upon the above described property, or any part thereof, or any interest therein, including the interest of the mortgagee, or upon this mortgage except the mortgage registration tax to be paid upon the recording of this mortgage, and that failure to do so shall be a breach of the conditions of this mortgage and render the same subject to foreclosure: and the mortgagor further agrees that in case any taxes, charges or assessments belonging to the class above agreed to be paid shall be allowed by the mortgagor to become delinquent, the mortgagee herein shall have the right to pay the same together with any interest, penalties, costs and expenses which may have accrued thereon according to law at the time the same are paid, and if the mortgagor shall fail or refuse upon demand to reimburse the mortgagee for any such payments with interest thereon at ten (10) per cent from the date of such payment upon demand of the mortgagee, such failure or refusal shall be a breach of the condition of this mortgage and render the same liable to foreclosure; and the sums so paid by the mortgagee for such taxes, charges, interest, costs of expenses and the interest thereon at ten (10) per cent from the date of the mortgagee's payment of the same, shall be a part of the sum secured by the lien of this mortgage and to be collected by foreclosure thereof.

Provided, however that the said mortgagor or the legal holder of this mortgage, in case the said party of the first part shall fail, for the term and period of thirty days after the same shall become due, to pay any taxes ^{its or} levied against said mortgaged premises, the mortgagee, its successors or assigns may at their option, pay such taxes.

Fourth: That said first party will keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are at this date.

Fifth: That said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storms, and in such other forms of