

appurtenances thereunto belonging or in anywise appertaining, and all right of homestead exemption unto the said property of the second part, and to his successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will WARRANT AND DEFEND the same in the quiet and peaceable possession of said party of the second part his successors and assigns, forever, against the lawful claims of all persons whomsoever.

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

COMPARED

1- Said parties of the first part are justly indebted to the party of the second part, in the principal sum of (\$2500.00 Twenty-Five Hundred Dollars, being for a loan made by the said *Party of the second part to the said* parties of the first part, and payable according to the tenor and effect of One (1) negotiable promissory note executed and delivered by the said parties of the first part, bearing date August 28- 1923 and payable to the order of the said party of the second part, as follows,

One for \$2500.00 due August 28- 1926

All payable at the office of Exchange National Bank, Tulsa, Okla, with interest thereon from date untill maturity or default, at the rate of Eight (8) per cent per annum, and at the rate of 10 percent per annum after default or maturity, payable semi-annually, both before and after maturity, on the 28 days of February and August in each year. The installments of interest untill maturity are evidenced by 6 coupon interest notes, of even date herewith, and executed by the said parties of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2- The said parties of the first part covenant and agree to pay all taxes and assessments, general and special, and of whatever character whatsoever, on the said premises, by the State of Oklahoma, or by the county, township or municipally, wherein said real estate is situated, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire and tornado insurance company appeared by the party of the second part for the sum of \$2500.00 and to assign the policies to the said party of the second part, as his interest may appear, and deliver said policies and renewals, to said party of the second part, to be held by him untill this mortgage is fully paid, said parties of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

3- The parties of the first part agree to keep all buildings, fences, and other improvements on said premises in as good repair as they are now, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed,

4- It is further expressly agreed by and between the parties hereto that if any default be made in the payment of any part of either said principal or interest notes when the same become due, or in case of default, in the payment of any installment of taxes, or assessments, upon said premises, or the premiums of said fire and tornado insurance, when the same become due, or in case of removal of any of the buildings or other improvements from said land or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and the interest thereon, and all sums paid by the party of the second part, on account of taxes or assessments upon said premises or the premiums for fire and tornado insurance, upon said premises, shall become immediately due and payable and this mortgage may be foreclosed immediately, and the party of the second part or any legal holder of this note shall be entitled to recover the principal sum mentioned in said bond, together with interest thereon, from the date thereof, at 10 per cent per annum, crediting any and all interest payments made, if any have been made, upon said sum, and the party of the second part, or the legal owner and holder of said note, and mortgage, shall be entitled to recover