

471

in Section Thirteen (13), in Township Seventeen (17)

North, Range Thirteen (13), East.,

of the Indian Meridian, containing 40 acres more or less, according to Government survey together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, and all the rights of homestead, TO HAVE AND TO HOLD. the said premises to the proper use and benefit of the said party of the second part, its successors and assigns forever, And I hereby covenant with the said Finerty Investment Company, that I hold said premises by good and perfect title; that I have good right and lawful authority to sell and convey the same; that they are free and clear of all liens and incumbrances whatsoever, And I covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever, PROVIDED ALWAYS. And these presents are upon the express condition; That if the said first party their heirs, executors administrators or assigns, shall pay to the said Finerty Investment Company, its successors or assigns, the principal sum of Two thousand Dollars on the first day of November Nineteen Hundred and Thirty-Three with interest on the said principal sum at the rate of six per centum per annum, payable annually on the first day of November, Nineteen Hundred and Twenty-Four and annually thereafter, both principal and interest payable at the office of Finerty Investment Company, in Oklahoma City, Oklahoma, according to the terms of one certain promissory note or bond, of even date herewith, with coupons for interest attached thereto and also pay all taxes and other assessments on said premises, during the continuances of this mortgage, before any of said taxes shall become delinquent and shall pay said interest coupons as the same mature, and keep the buildings fences and other improvements on said premises in as good condition as this date, and shall keep the said buildings insured in the sum of \$ _____ for the use and benefit of the party of the second part, and its assigns, until said principal sum and interest are fully paid; then and in that case only these presents shall be void, otherwise to remain in full force and effect; PROVIDED ALSO, That on default in payment of any part of said principal or interest or taxes. as the same shall become due, or upon failure of said party of the first part to keep the buildings, fences and improvements on said premises in good repair, or to keep said buildings so insured as herein provided, or to deliver the policies of insurance to second party or its assigns, *then the whole of the money hereby secured shall become payable immediately* The party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attaching such title or the validity of this mortgage, And said party of the first part hereby promises and agrees to and with the said Finerty Investment Company its successors and assigns to pay the taxes, money, and interest, on the days herein before specified, to keep the buildings fences, and other improvements on said premises in good repair, and said buildings insured during the continuance of this mortgage, in the sum of _____ Dollars, for the benefit of the said second party and its assigns, to deliver all policies of insurance herein provided for, to said second party and its assigns, and to observe all conditions, covenants and agreements herein contained; and that in case any of the said taxes or any premium due upon the aforesaid insurance, shall become delinquent, that the party of the second part, or its assigns, may pay the same, and add the amount thereof, with interest thereon at the rate of ten per cent per annum to said mortgage money, and recover the same as part thereof. In case suit is commenced to foreclose this mortgage, the parties of the first part hereby agree to pay the legal holder of the note or bond hereby secured, an amount equal to ten per cent thereof, additional, as attorney's fee; said sum to become due and payable at once upon the filing of petition in foreclosure, and to be secured by this mortgage and to be included in any judgment rendered and to be collected and enforced the same as the balance of the debt hereby secured. And in case the Note or Bond or coupons secured by this mortgage shall not be paid when due, they shall

then the whole of the money hereby secured shall become payable immediately
upon such default or failure of the party of the second part or its assigns