

part, and to its successors and assigns forever, all of the following described tract, piece or parcel of land lying and situate in the County of Tulsa and State of Oklahoma, to-wit:

The Southeast Quarter of Section Twenty-three (23), Township Nineteen (19) North, Range Thirteen (13) East of the Indian Meridian, containing 160 acres, more or less, according to the Government survey thereof.

TO HAVE AND TO HOLD THE SAME, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise 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 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

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

FIRST: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Five Thousand 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 their one certain negotiable promissory note executed and delivered by the said parties of the first part, bearing date September 19, 1923, and payable to the order of said THE TRAVELERS INSURANCE COMPANY at the office of said Company, in Hartford, Connecticut, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually, which interest is evidenced by coupon interest notes of even date herewith, and executed by the said parties of the first part. Each of said principal and interest notes bear interest after maturity at the rate of ten per cent. per annum, and are made payable to the order of said THE TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut.

SECOND:-Said parties of the first part hereby covenant and agree 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 fire insurance company, approved by the party of the second part for the sum of - - - Dollars, and to assign the policies to said party of the second part, as their interest may appear, and deliver said policies and renewals to said party of the second part, to be held by them 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 parties of the first part agree to keep all buildings, fences and other improvements on the said land in as good repair as they now are, and not 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 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 upon said loan, or the premium for said fire insurance when the same become due or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named, herein, and interest thereon, shall become immediately due and payable, and this mortgage may be foreclosed accordingly. And it is also