

sum of FORTY-THREE HUNDRED and No/100 DOLLARS, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in County of Tulsa and State of Oklahoma, to wit:

West Half off Southeast Quarter and Northeast Quarter of South-east Quarter and South Half of South Half of Southeast Quarter of Southeast Quarter, Section Thirty-five (35), Township Nineteen (19) North, Range Thirteen (13) East; and

West Half of Northeast Quarter of Southwest Quarter and West Half of East Half of Northeast quarter of Southwest Quarter, Section One (1), Township Eighteen (18) North, Range Thirteen (13) East of the Indian Base and Meridian,

TO HAVE AND TO HOLD the same, with all and singular the 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 his heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heir 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 H. W. Sanderson is justly indebted unto the said party of the second part in the principal sum of Forty-three Hundred and No/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said H. W. Sanderson and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said H. W. Sanderson bearing date October 25, 1923, payable to the order of the said J. C. Culbertson November 1, 1930, after date, at Office of CULBERTSON & TOMM, Muskogee, Oklahoma, with interest thereon from date until maturity at the rate of seven per cent per annum, payable annually, on the first day of November in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by seven coupons attached to said principal note, and of even date therewith, and payable to the order of said J. C. Culbertson at Office of CULBERTSON & TOMM, Muskogee, Oklahoma,

SECOND. Said first party further expressly agrees that he will pay all taxes, charges or assessments levied upon said real estate or any part thereof, when the same shall become due and payable, under the laws of the State of Oklahoma, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns; and will pay all taxes levied upon this mortgage or the notes secured thereby. Upon violation of this agreement, or the passage in said State of any law imposing payment of the whole or any portion of any of the taxes or assessments aforesaid upon the mortgagee, or authorizing or directing the taxation, directly or indirectly, of this mortgage or said note or the debt secured thereby or the income arising therefrom, then and in any such event the debt hereby secured, without any deduction, shall, at the option of the mortgagee, become immediately due and collectible and said mortgagee shall be entitled to immediate possession of the premises and the rents, issues and profits thereof, and the said first party shall not be entitled to any offsets against the same hereby secured for taxes or assessments so paid.

THIRD. Said party of the first part hereby agrees to keep all buildings, fences