

his heirs, executors, successors or assigns, that at the time of the delivery of these presents she is well seized of said premises in fee simple; that they are free from all incumbrances and charges whatever and that she will, and her heirs, executors, successors or assigns shall forever warrant and defend the title to the same against all lawful claims whatever;

Provided, always that these presents are upon the express condition, that the said party of the first part shall and does well and truly pay or cause to be paid to the said party of the second part, his heirs executors, successors or assigns, the sum of eleven hundred ninety nine and 53/100 dollars, with interest according to one certain promissory note bearing even date herewith executed by mortgagor, due March 5, 1924, bearing 10% interest from date until paid, to said party of the second part, his heirs, executors successors or assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid withⁱⁿ the time prescribed by law, all such taxes or assessments, of whatever nature, as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of the said party of the second part in and to said premises by virtue of this mortgage, and shall also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the second part, against loss and damage by fire, in the sum of at least one dollar for the benefit of the party of the second part, his heirs, executors, successors or assigns, and assign and deliver the policy and certificates thereof to the party of the second part, his heirs, executors, successors or assigns; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

It is hereby expressly agreed, that should any default be made in the above covenant to insure and keep insured the said buildings, then and in such case it shall be lawful for the said party of the second part, his heirs, executors, successors or assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefore shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in such payment of the taxes and assessments as above provided, or any part thereof, and in such case it shall be lawful for the party of the second part his heirs, executors, successors or assigns, without prejudice to any rights which might otherwise have by virtue of these presents, and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed, that should any default made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note or should said first party fail to neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, and will in any manner affect or weaken the security therein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied herein contained, or either or any of them, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once without notice, if said second party so elect, anything hereinbefore contained or contained in said note to the contrary thereof in any wise notwith-