

direction Seventy-five and One-Half (75½) Feet to a stake set on June 10, 1912, in the Southerly line of said Lot One (1); thence in an Easterly Direction Eight (8) Feet along the Southerly line of said Lot One (1) to the point of beginning, together with the business buildings thereon and all appurtenances appertaining thereto.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors are justly indebted unto said mortgagees in the principal sum of Thirty-Five Thousand Dollars, for a loan thereof made by said mortgagees to said mortgagors and payable according to the tenor of a certain principal note executed by said mortgagors, bearing date March 17th, 1924, payable to the order of said mortgagees, one year after date, with interest from date until default or maturity, at the rate of six per cent per annum, and after default or maturity, at the rate of six per cent per annum, payable semiannually both before and after maturity, both principal and interest being payable at Commerce Trust Company, Kansas City, Missouri, if said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Oklahoma upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any tax, assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of the mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent per annum from date of such advancement, and this mortgage shall be a further lien for the payment thereof. 486

The mortgagors agree to keep all buildings and improvements upon said land in as good a condition as they now are; to neither commit nor suffer waste; to maintain continuously until this loan is fully paid, both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Thirty-Five Thousand Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance--fire, tornado, or both-- should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by the mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect same and foreclose this mortgage, the institution of such suit being all the notice required.

The mortgagors further expressly assign to the holder of said mortgage indebtedness all their interest in any outstanding leases upon said land, whether agricultural or mineral, and all their rights to any royalties or rents arising from any such leases; and mortgagee is authorized at mortgagee's option, but is not required to collect such rents or