

and that he will warrant and defend the same in the quiet and peaceable possession of said second party, his successors, administrators, executors, heirs or 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 first party is justly indebted unto said second party in the principal sum of FOUR THOUSAND TWO HUNDRED THIRTY AND NO/100 (\$4,230.00) Dollars, in lawful money of the United States, being for a loan thereof made by said second party to said first party, and payable according to the tenor and effect of two certain negotiable promissory notes, numbered, executed and delivered by the said first party, bearing date April 25, 1924, payable to the order of CHOCTAW COTTON OIL COMPANY, as follows:

One note for \$2,150.00, due January 1, 1925, bearing interest at the rate of 8 per cent per annum from maturity, interest to become as principal when due and bear interest at the same rate.

One note for \$2,150.00, due January 1, 1926, bearing interest at the rate of 8 per cent per annum from January 1, 1925, interest to become as principal when due and bear interest at the same rate.

All of the above notes and interest payable at the First National Bank of Ada, Ada, Oklahoma.

SECOND: First party agrees to pay, when due, all taxes and assessments levied or that may be levied during the life of this mortgage against the property herein described, and to keep the said property insured in responsible insurance companies to the satisfaction of the holder hereof, in the sums of not less than TEN THOUSAND (\$10,000.00) against tornado loss, TEN THOUSAND (\$10,000.00) against fire loss, and the insurance policies to be made payable to said second party as additional security to this loan, said policies to be lodged with second party during the life of this loan; and if the taxes or insurance premiums are not paid by first party when due, said second party may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum, and said first party assumes all responsibility of proofs and care and expense of collecting said insurance, if loss occurs.

THIRD: First party agrees to keep all buildings, fences and improvements on the above described premises in as good repair as they now are, and not to commit or allow any waste of or upon said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits derived from the property herein described are pledged to said second party as additional collateral security for the payment of the moneys herein mentioned, and said second party shall be entitled to the possession of said property by receiver or otherwise, likewise, the renting or leasing by said first party of any of the property covered by this mortgage without the written consent of said second party, shall operate to mature this loan immediately, and shall entitle said second party to immediate possession of said property and premises by receiver or otherwise.

FIFTH: Said first party agrees that if the maker or makers of the note or notes herein described shall fail to pay the principal or interest of said note or notes, or any part thereof, as the same become due, or any of the taxes, assessments or insurance premiums, as they become due, or to comply with any of the foregoing covenants; the whole sum of money hereby secured shall, at the option of the holder hereof, become due and payable at once, and without notice.

SIXTH: The said first party shall pay all expenses of collecting the insurance herein referred to, and in the event action is brought to foreclose this mortgage or to recover on the insurance policies, a reasonable attorney's fee of not less than ten per cent of the