

described first mortgage, or any tax payment shall be allowed to become delinquent by sixty (60) days, the within mortgage shall immediately become due and payable together with interest thereon to date of payment. with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or with all and singular the rights and appurtenances in anywise appertaining to the same, 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 she 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 she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs 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 :

4.1 First: Said Jennie C. Chesley, a single woman, is justly indebted unto said party of the second part in the principal sum of fifteen hundred dollars, in lawful money of the United States, being for a loan thereof made by the said party of the second part, to the said party of the first part, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said first party, bearing date September 25, 1924, payable to the order of said second party on the 25th day of September 1927, with interest thereon from date until maturity, at the rate of ten per cent per annum, payable semi-annually, on the 25th days of March, and September, in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note of \$1500.00, and of even date herewith, and payable to the order of said party of the second part. All principal and interest payable at office of Tulsa Security Company, Tulsa, Oklahoma.

Second. Said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep such buildings and improvements on said lands ^{insured} secured against fire and tornadoes in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the bidder hereof, as additional security, to this loan and if the taxes or insurance premiums are not paid when due, by the party of the first part, the holder hereof 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 the first party assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third: The said party of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession ^{there} of by receiver or otherwise.

Fifth: Said party of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof, as the same becomes 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.

The said party of the first part shall pay all expense of collecting the insurance, and in the event action is brought to foreclose this mortgage ^{on} to recover the insurance policy, a reasonable attorney's fee of not less than one hundred fifty dollars shall be added, which