

appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead and exemption unto the said party of the second part, and it its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof the said party of the first part 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, except a First Mortgage for the sum of \$3500.00 between the party of the first part, and The Godfrey Investment Company and of even date herewith, and that the said party of the first part will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the claims of all persons whomsoever.

Provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

First: Said party of the first part is justly indebted to the said party of the second part in the principal sum of (\$350.00) three hundred and ^{fifty} no/100 dollars, payable according to the tenor and effect of four certain negotiable promissory notes executed and delivered by the said party of the first part, of even date herewith, and payable to the order of said The Godfrey Investment Company, of Oklahoma City, Oklahoma, payable according to the terms of said notes, at the office of The Godfrey Investment Company, in Oklahoma City, Oklahoma, with interest at the rate of 10 per cent per annum payable annually until paid, but with interest at no per cent per annum, if paid when due.

Second:- Said first party of the first part hereby covenants and agrees to pay, so far as lawful, all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgages, on account of said loan, by the State of Oklahoma, or by the County of town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgages premises insured in some reliable insurance company, approved by the party of the second part, against loss or damage by fire, lightning, tornado and wind storm, for the sum of (\$3500.00) thirty five hundred and no/100 dollars, and to assign the policies to said party of the second part, as its interest may appear, and deliver said policies and renewals to said party of the second part, to be held by it until this mortgage is fully paid and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss may occur.

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

Fourth:- It is further expressly agreed by and between the parties herinto that if any default be made in the payment of any part of either principal or interest of said taxes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or for local improvements, or other purposes, or the premium for said insurance, when the same becomes due, or in case of the breach of any covenant or condition herein, contained for in case of any default in the payment of principal or interest of any mortgage or lien prior to this) then the said second party, or its legal representatives are hereby authorized to pay said delinquent items together with any other sums which it may deem necessary to protect this lien, including liens claims by adverse titles and encumbrances on said premises, and expense of procuring abstract of title and in perfecting and defending the title to said premises (which expenses shall include, among other things, whatever amount may be expended by second party as attorney's fees either in perfecting or defending said title), and first party will immediately repay to

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