

Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said land when the same become due. It is understood that this mortgage is secondary and subject to a mortgage covering the above described property, executed by Cross and Anchor Industrial School, to Chastain-Cathey Lumber Company of Tulsa, Oklahoma; that in case of the loss of buildings on the above described property by fire, the parties of the second part will be subrogated to the rights of the Chastain-Cathey Lumber Company, for the remainder of the insurance after the payment from the total amount of said insurance of the entire amount which may at that time be due the said Chastain-Cathey Lbr. Company on the mortgage herein referred to.

PROVIDED ALWAYS, That if the party of the first part shall pay or cause to be paid to the said parties of the second part, its heirs or assigns the said sum of money due the party of the second part on the above described note, then this mortgage shall be wholly discharged and void. Otherwise, shall remain in full force and effect, but if said sum of money is not paid when the same is due, and if the assessments of every nature and the taxes which are or may be assessed and levied against said premises, or any part thereof, are not paid at the time this note becomes due and payable, the party of the second part shall be entitled to the possession of said premises.

SPECIAL CLAUSE.

It is understood and agreed between the parties to this mortgage that the said mortgage is taken secondary and subject to a mortgage held upon the same property by the Chastain) Cathey Lumber Company, and the parties of the second part hereby agree to release this mortgage to the parties of the first part to the extent of Five Hundred and Twenty Five (525) Dollars of the amount set out above when the first mortgage to the Chastain-Cathey Lumber Company herein referred to has been fully paid; that is to say, that the parties of the second part specifically agree to entirely release this mortgage after payment in full of the first mortgage, as above stated, and the payment to the second party of One Hundred and Fifty Five and 74/100 Dollars, it is specifically agreed and understood that upon the failure of the party of the first part to pay the said first mortgage, this mortgage is to be construed and considered to be effective and enforceable without reference to this special clause.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

(CORPORATE SEAL)

Cross & Anchor Industrial School,

ATTEST : D. M. Martindale, Secy.

By W. C. Holloway, Pres.

STATE OF OKLAHOMA,)

COUNTY OF TULSA.) SS.

Before me, Peter Deichman, a Notary Public, duly commissioned and acting within the above jurisdiction, personally appeared W. C. Holloway and D. M. Martindale, to me well known to be the identical persons whose names are subscribed to the above and foregoing instrument, and each respectively, as President and Secretary of the Cross & Anchor Industrial School, acknowledged that they signed the same on behalf and by authority of the said Cross & Anchor Industrial School as its free and voluntary act and deed for the purposes and considerations therein mentioned and set forth, and I do so certify.

Peter Deichman, Notary Public.

(SEAL) My commission expires Dec. 2, 1911.

Filed for record at Tulsa, Okla. Feb. 26, 1909. at 3.50 P. M.

H. C. Walkley, Register of Deeds (Seal)