

\$5.00 on or before April 29, 1909.

\$5.00 on or before May, 29, 1909.

\$5.00 on or before June 29, 1909.

\$5.00 on or before July 29, 1909.

\$5.00 on or before August 29, 1909.

\$5.00 on or before September 29, 1909.

\$5.00 on or before October 29, 1909.

\$5.00 on or before November, 29, 1909.

\$5.00 on or before December 29, 1909.

with interest thereon at the rate of 8 ~~per cent per annum~~, payable semi-annually, principal and interest payable at the office of Magee, Magee & Conner, at Tulsa, Oklahoma, with current rate of exchange on New York City, in Gold or its equivalent; according to the terms of 9 certain promissory notes of even date and tenor herewith, and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the notes secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at --- own expense keep the buildings on said property insured against fire, in a good and reputable insurance company, for the benefit of said second part-- or assigns, to the extent of \$----- until this mortggage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

PROVIDED, ALSO, That, on default in the payment of any part of said principal or interest or taxes or other assessments, when and as the same shall become due, or if said first parties shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said notes and without further notice.

And the said first parties hereby promise and agree to and with the said second party, successors, heirs, administrators, executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above provided, and to comply faithfully with all of the terms and conditions of this mortgage, and that, in case ~~of~~ ^{of} said taxes or other assessments shall become delinquent, ~~or on said buildings as above provided, said second party may pay said taxes and assessments and may such~~ in case said first parties shall fail to maintain the insurance, and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed by the Court, shall be recovered by said second party from said first parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first parties hereby waive the benefit of stay, valuation or appraisement laws.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands, this 31st, day of March, 1909.

Emma J. Funderbark

C. I. Funderbark.

STATE OF OKLAHOMA,)
COUNTY OF TULSA.) SS. A C K N O W L E D G E M E N T.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 1st, day of April, 1909, personally appeared Emma J. Funderbark and C. I. Funderbark, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last written.

Benjamin C. Conner, Notary Public.

(SEAL) My commission expires the 29th, day of March, 1911.

Filed for record at Tulsa, Okla., Apr. 3, 1909. at 3.20 o'clock P. M.

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