

or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his heirs and assigns forever.

This mortgage is given as security for the performance of the covenants herein, and the payment to J. H. Leavitt, the party of the second part, the principal sum of \$2833 34/100 Dollars, due to said second party for an actual loan of the said amount on the 30th day of March, 1909, according to the terms and conditions of two principal notes in the amount of \$666 67/100, due two years from date and \$ 2166 67/00 due one year from date, and bearing same date of March 30, 1909., made and executed by the parties of the first part. Interest @ 6 per cent per annum, payable semi-annually.

SECOND: Said parties of the first part hereby covenant and agree to pay all taxes and assessments of whatsoever character on said lands, when the same becomes due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of ---- (---) Dollars, and to assign the policies to said party of the second part, as his interest may appear, and deliver said policies and renewals to said party of the second part to be held by him until this mortgage is fully paid, and the said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs. In the event of default by the party of the first part in any payment or payments of taxes, assessments of any kind, or of insurance premiums, party of the second part may pay same and such sums so paid shall thereafter draw interest at the rate of 8 per cent per annum.

Third: It is further expressly agreed by and between the parties hereto, that if ^{any} default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of the default in the payment of any installment of taxes or assessments upon said premises, or the premium for said fire insurance, when the same becomes due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum herein named, and the interest thereon, shall immediately become due and payable, at the option of the second party, and this mortgage may be immediately foreclosed.

Now if said parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, assigns or administrators, the sum of money hereinbefore recited, and all other amounts which ~~shall~~ be paid out by said second party or assigns, under the provisions of this mortgage, ~~and~~ all other indebtedness which may be due said party or assigns at the times herein stipulated, then this conveyance shall be null and void, otherwise to remain in full force and effect. And in case of any default in the payment of said indebtedness, or failure of said first party to fulfill any of the stipulations and agreements herein contained, said party of the second part, his heirs, or assigns, agents or attorneys, are hereby authorized and empowered to declare the whole indebtedness hereby secured at once due and payable, to take charge of said property on demand without process of law, and proceed with the foreclosure of this instrument as provided by law.

IN TESTIMONY WHEREOF, the parties of the first part have hereunto subscribed their names the day and year first above written.

M. H. Butts.

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF TULSA, SS:)

Before me, F. L. Dunn, a Notary Public, in and for said County and State on this 2nd, day of April 1909, personally appeared M. H. Butts, 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.

F. L. Dunn, Notary Public.

(SEAL) My commission expires Nov. 28, 1912.

Filed for record Apr. 9, 1909. at 8 A. M. : H. C. Walkley, Register of Deeds (SEAL)