

confirm unto said party of the second part, and to her successors and assigns, forever all of the following described tract piece or parcel of land, lying and situate in the County of Tulsa, and State of Oklahoma, to-wit:

Lot Numbered Eleven (11) in Block Number Ten (10) in Lynch and Foreythis Addition to the City of Tulsa, as the same appears from the survey and plat of said Addition.

TO HAVE AND TO HOLD THE SAME with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to his successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part her successors and assigns forever against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, that this instrument is made and executed upon the following conditions, to-wit:

1; Said parties of the first part are justly indebted to the party of the second part in the principal sum of \$500.00 five Hundred Dollars being for a loan made by the said party of the second part, to the said parties of the first part, and payable according to the tenor and effect of one (1) negotiable promissory note executed and delivered by the said parties of the first part, bearing date November 5th 1911 and payable to the order of the said party of the second part as follows:

One note for \$500.00 due November 5th, 1911.

All payable at the office of Central National Bank, St Louis, Mo with interest thereon from date until maturity or default, at the rate of Nine per cent per annum, and at the rate of 10 per cent per annum after maturity payable semi annually both before and after maturity on the 5th days of May and November in each year. The installments of interest until maturity are further evidenced by four coupon interest notes of even date herewith, and executed by the said parties of the first part, each bearing interest after maturity at the rate of 10 per cent per annum.

2. The said parties of the first part covenant and agree to pay all taxes and assessments general and special, and of whatever character whatsoever, on the said premises and any part of all 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, township or municipality, wherein said real estate is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire and term life insurance company approved by the party of the second part for the sum of \$500.00 and to assign the policies to the said party of the second part, as hereinafter set forth, and deliver said policies and moneys to said party of the second part to be held by her until this mortgage is fully paid, and said parties of the first part assume all responsibility of proof and expense incurred of collecting such insurance if loss occurs.