

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 her 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 seized 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, and 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 (\$350.00) Three Hundred Fifty 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 17th 1909, and payable to the order of the said party of the second part, as follows:

One for \$350.00 due November 17th 1911.

All payable at the office of Central National Bank, at Louis, Mo. with interest thereon from date until maturity or default, at the rate of nine (9) per cent per annum, and at the rate of 10 per cent per annum after default or maturity, payable semi-annually, both before and after maturity, on the 17th day of May and November of each year. The installments of interest until maturity are further evidenced by 4 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 and 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 tornado insurance company, approved by the party of the second part for the sum of \$350.00 and to assign the policies to the said party of the second part, as her interests may appear, and deliver said policies and renewals 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 assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

3. The parties of the first part agree to keep all buildings, fences and other improvements on said premises in as good repair as they are now, and not to allow or commit any waste on said premises and not to permit any of the improvements to be removed therefrom or to become dilapidated or destroyed.

4. 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 default,