

in Tulsa County, Oklahoma, to-wit: Northeast Quarter (1/4) of the Northeast Quarter (1/4) of Section Thirty Six (36) Township Nineteen (19) North, Range, Fourteen (14) East together with all the improvements thereon and the appurtenances thereunto belonging or in any wise appertaining.

And the party of the first part hereby covenants that at the delivery of this mortgage he was the lawful owner of the said property, and seized of a good and indefeasible estate or inheritance therein, free and clear of all incumbrances whatever; and that he will warrant and defend the title to and possession of the same unto Lynde-Bowman Darby Company, its successors or assigns, forever, against the lawful claims and demands of all persons whomsoever. All rights of homestead exemption are hereby expressly waived.

This mortgage is given to secure the payment of the said sum of Five hundred and no/100 Dollars, owing by the party of the first part to Lynde-Bowman-Darby Company, as evidenced by a certain promissory note, signed by the first party of even date herewith, due December 1st, 1914, and bearing interest at six per cent from date until maturity payable annually and at ten per cent after maturity; said interest evidenced by five interest coupon notes of even date herewith, as follows: One for Thirty one (\$31.00) Dollars due December 1st, 1910 and four for Thirty (\$30.00) Dollars, due on the first day of December and-----of each year, and bearing ten per cent interest after maturity. Said notes and coupons, and this mortgage, are given for an actual loan of money by Lynde-Bowman-Darby Company to the party of the first part.

It is expressly understood and agreed that this mortgage is the first lien on the premises hereby conveyed; that the party of the first part will pay the indebtedness hereby secured, and all interest thereon, at the time and place and in the manner provided in said note and coupons; and will also pay all taxes and assessments levied against the premises when due; and will neither commit nor permit any waste upon the premises; and will not do or permit any work or operations upon said premises by anyone whomsoever, which, in the opinion of the Lynde-Bowman-Darby Company, its successors or assigns, will materially depreciate this security. And it is expressly agreed by said party of the first part that no building or other improvements shall be removed from said premises without first obtaining the written consent of Lynde-Bowman-Darby Company, its successors or assigns.

The party of the first part agrees to procure and maintain insurance on the buildings, located on the said premises, in such companies as Lynde-Bowman Darby Company shall select, in the sum of not less than \$----- with premiums fully paid, and the policy or policies of such insurance shall be assigned to Lynde-Bowman Darby Company, its successors or assigns, as collateral and additional security for the indebtedness hereby secured.

In case of failure or default in the payment of any taxes or assessments levied against the premises, or if the insurance on the buildings be not procured and maintained as above stipulated, or if the first party does or suffers to be done, anything whereby this security is impaired, then, upon the happening of any such contingency, Lynde-Bowman-Darby Company, its