

The said party of the first part covenants and agrees.

First: That it is lawfully seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same as aforesaid; that the said premises are clear of all incumbrances; and that it will, and its heirs, executors and administrators shall forever warrant and defend the title to the said premises against all lawful claims and demands.

Second. That said first party will pay to said second party or order Six Hundred Dollars with interest thereon from December 1st, 1909 until paid at the rate of 6 per cent per annum payable semi annually on the first day of June and December in each year, and in accordance with one certain promissory note of the said first party, with coupons attached of even date herewith.

Third. that said first party will pay all taxes, charges or assessments levied upon said real estate or any part thereof when the same shall become due and payable under the laws of the State of Oklahoma, including all taxes and assessments, of every kind and character levied upon the interest therein of the mortgagee or its assigns, and will pay all taxes levied upon said mortgage, and the said first party shall not be entitled to any offset against the sums hereby secured for taxes so paid.

PROVIDED HOWEVER, that the said mortgagee or the legal holder of this mortgage, in case the said party of the first part shall fail, for the term and period of thirty days after the same shall become due, to pay any taxes levied against said mortgaged premises, the mortgagee, its successors or assigns may, at its or their option, pay such taxes.

Fourth. That said first party will keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date.

Fifth. That said first party will at once insure the buildings upon said premises against loss by fire, lightning and wind storm, in the amount of \$300, in insurance companies approved by said second party, for not less than a three-year term, and at once deliver all policies, to said second party as collateral and additional security for the payment of said debt, interest, and all sums secured hereby, each policy having a subrogation mortgage clause attached thereto with loss if any payable to said second party or assigns, and will so maintain such insurance until said debt is paid, and if default is made therein, then said second party may so insure and reinsure said buildings, acting as agent for said first party in every particular, that every insurance policy on said premises issued before said debt is paid shall be assigned as collateral security to the party of the second part or assigns as above provided, and, whether the same have been actually assigned or not, they shall, in case of loss, be payable to said second party or assigns to the extent of their interest as mortgagee in said premises; and, that said second party or assigns may assign said policies, as agent of said first party, to any subsequent purchaser of said premises; and that, in the event of loss under such policy or policies, the second party shall have, and is hereby specifically given, full power to settle and collect the same, and to apply the amount so collected toward the payment of the indebtedness hereby secured.

Sixth. That the said first party will immediately repay to the second