

PROVIDED, NEVERTHELESS, and these presents are made by said party of the first part upon the following covenants and conditions, to-wit:

The said party of the first part covenants and agrees:

FIRST: That it is <sup>lawfully</sup> ~~lawfully~~ seized in fee of the premises hereby conveyed; that it has good right to sell and convey the same as aforesaid; that 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 Twelve Hundred Dollars, with interest thereon from April 20<sup>th</sup> 1909, until paid at the rate of six per cent per annum, payable semi-annually, on the first day of April and Oct. in each year, and in accordance with one certain promissory notes of the first party, with coupons attached, of even date herewith.

THIRD: That said first party will pay all taxes, charges or assessments levied upon 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 all kinds 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 storms, in the amount of \$500. in insurance <sup>companies</sup> ~~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 of 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 the interest as mortgagee in said premises, and that said second party or assigns may assign said policy, 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 to the payment of the indebtedness hereby secured.

SIXTH: That the said first party will immediately pay to the second party, its successors or assigns, all and every such sum and sums of money as it may have so paid for taxes and assessments against said real estate, or upon said mortgage and for insurance and on account of said liens, claims, adverse titles and incumbrances on said premises and expenses of perfecting and defending title to said lands, with interest thereon