insurance, taxes and other liens and assessments, with interest thereon at ten (10) per cent. per annum, and which shall become a lien on said premises from date of advancement of same; second, to pay all sums of money die and payable upon the said First Mortgage Bond secured hereby, with accrued interest premium and fines thereon, and third, the overplus if any, to be paid to the first parties, their legal representatives or assigns.

BUT, until default be made in some one or more of the conditions hereof, the parties of the first part shall be entitled to the use of the income, rents and profits of said property.

AND THE SAID PARTIES OF THE FIRST PART, FOR THEMSELVES and their heirs, executors, and administrators and assigns, do hereby covenant to and with the said party of the second patt and its successors or assigns, that they are lawfully seized of said premises in Fee Simple; that they have good right to grant, sell and convey the same, and that said premises are free and clear of all lines and incumbrances of every kind and nature whatsoever, and that the said parties of the first part will warrant and defend the same against all claims, liens, clouds and demands whatsoever.

This mortgage is delivered in t e State of Colorado and is to be construed according to its laws, subject to the lawful restrictions of the State of Oklahoma, so far as it relates to or affects the validity of the first mortgage bond secured hereby. All erasures and interlineations appearing in this mortgage were made by consent of the first parties before the execution hereof.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, Sealed and Delivered .

Lila D. Mapes (SEAL)

in presence of:

H. H. Mapes

(SEAL)

W. D. Karcher, M. A. Younkman.

STATE OF OKLAHOMA, TULSA COUNTY. ) SS:

Before, me, a Notary Public, in and for the said County and State, on this 14th, day of June A. D. 1909, personally appeared Lila D. Mapes and D. H. Mapes, wife and husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal in said County, the day and date first above written

A. B. Davis, Notary Public.

(SEAL) My commission expires November 26, 1911.

Filed for record at Tulsa, Okla., Jun. 14, 1909, at 4.50 o'clock P. M.

H. C. Walkley, Register of Deeds (SEAL)

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