MORTGAGE IMPROVED FARM LAND.

KNOW ALL MEN, That Ben McIntosh and Lizzie McIntosh, Husband and wife, of Beggs, Okmulgee County, Oklahoma, mortgagors, hereinafter called first party, to secure the payment of the sum of Two Hundred Fifty Dollars, in hand paid by L. W. Clapp, mortgagee, second party, does hereby mortgage to the said L. W. Clapp, the following described premises situated in the County of Tulsa, Oklahoma, to-wit:

The West Half (W½) of the Southwest Quarter (SW¼) of the Southwest Quarter (SW¼) and the South Half (S½) of the Northwest Quarter (NW¼) of the Southwest Quarter (SW¼) of Section Twenty Six (26), Township Nineteen (19) North, Range Twelve (12) East of the Indian Meridian, containing in all Forty acres, more or less, according to the Government survey, with all the appurtenances, and warrant the title to the same.

This mortgage is given to secure the payment of the money, and the performance of the agreements hereinafter agreed upon to be paid and performed by first party, to-wit:

FIRST) That first party will pay to said L. W. Clapp, his heirs and assigns, at the office of L. W. Clapp, in Wichita, Kansas, Two Hundred Fifty Dollars, according to the terms of one prommissory note dated June 14th, 1909, executed by the said first party said note being in amount as follows: One Note for Two Hundred Fifty Dollars. bearing interest from the date therein stated at six per cent per annum, payable semiannually.

SECOND- That in case of the default in payment of said note or any of said notes, or interest, or of any sum herein agreed to be paid, or in default of performance of any agreement herein contained, first party will pay to the second party, his heirs or assigns interest at the rate of 10 per cent per annum, semi-annually on said principal note or notes from the date of such default to the time when the money shall be actually paid.

THIRD-The first party will pay all the taxes and assessments levied under the laws of Oklahoma upon said real estate, and on the note or debt secured hereby, before the same become delinquent; also all liens, claims, adverse titles and encumbrances on said premises; and if any of said taxes, assessments, liens, or claims be not paid by first party, second party may elect to pay the same and shall be entitled to collect all sums thus paid with interest at the rate of 10 per cent. per annum, and this mortgage shall stand as security for the amount so paid with such interest.

FOURTH) That first party will keep all buildings, fences and other improvements on said real estate in good reapir and will pemit no waste on said premises.

FIFTH- That first party will at his own expense until the indebtedness herein recited is fully paid, keep the buildings erected on said lands, insured against fire in the sum of .....Dollars, in some responsible Insurance Company, approved by second party payable to the mortgagee or assigns, the mortgagee agreeing that in case of fire to devote the wholeproceeds of such insurance to rebuilding buildings, on said land; The said Mortgagee his heirs of assigns, holding the proceeds in trust until the buildings are rebuilt and paid for; or if first party prefers, said proceeds may be credited by second party on the principal sum, as of date of maturity of next interest payment. In case of failure to insure as agreed and deliver the policies to the mortgagee herein second party may procure such insurance and collect the cost thereof, together with 10 per cent interst from first party, and this mortgage shall stand as security therefor

And it is expressly agreed: That if first party shall fail to pay said sums of money either principal or interest, within sixty days after the same becomes due, or fail to perform any of the covenants or agreements herein contained, the whole sum of money secured hereby, may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereupon be fore-