

the said part of the first part shall fail to pay said taxes and assessments, or shall fail to procure and keep paid said insurance as herein agreed, then the said party of the second part or his assigns may, at his or their election, either pay said taxes and assessments and effect said insurance and charge the sum so paid against the said party of the first part herein as a part of the indebtedness hereby secured, or may treat the entire indebtedness hereby secured as due and payable at once; and all moneys so advanced for the payment of said taxes, assessments, insurance or any charge of whatsoever nature on the property hereby conveyed, shall be added to the indebtedness hereby secured, and the repayment thereof with the interest at the rate of seven (7) per cent per annum from the date hereof, shall be secured by this mortgage and shall be forthwith due and payable, and the said party of the second part or his assigns shall be subrogated to all the rights of the person to whom such payments have been made.

PROVIDED, ALWAYS, and these presents are upon the express condition, that whereas the said Ratcliff-Sanders Grocer Company has this day executed and delivered its certain promissory note in writing to the party of the second part, of which the following is a copy :

\$20,000.00

Vinita, Okla., July 31st, 1909.

On or before August 1st 1910, after date, for value received, we, or either of us, promise to pay to the order of George W. Clark, at the First National Bank of Vinita Oklahoma, the sum of twenty Thousand (\$20,000.00) Dollars, with interest thereon at the rate of Seven (7) per cent per annum, from the first day of August 1909, payable quarterly on November 1st, 1909, February 1st, 1910, May 1st 1910 and August 1st 1910, and we agree to pay One Hundred (\$100) Dollars as attorneys fees in the event this note is collected by law.

Ratcliff-Sanders Grocer Company

By E. N. Ratcliff, President

E. N. Ratcliff, J. W. Sanders -

Attest: Davis Hill, Secretary

Davis Hill, E. B. Fraser : Surties

L. W. Buffington -

Now, if the said party of the first part shall pay, or cause to be paid, to said party of the second part, his heirs or assigns, said sum of money, together with the interest thereon according to the term and conditions of said Note, and shall faithfully keep and perform each and all of the covenants hereinbefore set forth to be kept and performed by the party of the first part, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if the said sum or sums of money, or any part thereof, or any interest therein, is not paid when the same is due and payable, or if the taxes and assessments which are, or may hereafter be assessed, levied or charged against said premises, or any part thereof and all premiums for insurance on the buildings thereon, are not paid when due and payable, then the whole of said sum or sums, and interest thereon, together with an attorneys fee of \$100.00 shall by these presents become due and payable, and the said party of the second part shall be entitled to treat the entire indebtedness hereby secured as due and payable at once and to the possession of said premises.

IN WITNESS WHEREOF, the said party of the first part acting through its proper officers has hereunto affixed its name and corporate seal, the day and year first above written.

(CORPORATE SEAL)

RATCLIFF-SANDERS GROCER COMPANY.

ATTEST: Davis Hill,  
Asst-Secretary.

By E. N. Ratcliff, President.