

party of the first part, its successors or assigns, shall well and truly keep, perform and fulfill each of the covenants and obligations herein above contained, and shall, in the case herein above provided, well and truly refund unto the said party of the second part the said amount, with interest thereon from the time of receiving it, then these presents and the Estate hereby granted shall cease, determine and be void:

And the party of the first part, for itself, its successors and assigns, doth covenant and agree to and with the said party of the second part, that, in case the said party of the first part, or its successors, shall cease to be connected with said General Assembly, or the corporate existence of the said party of the first part shall cease, or its house of worship, or said mortgaged premises be alienated, or its house be abandoned as a house of worship by the party of the first part except for the building upon the same premises of a better house of worship, then it shall be lawful for the party of the second part, its successors or assigns, to enter into and upon all and singular the premises hereby ^{granted} conveyed, or intended so to be, and to sell and dispose of the same, and all benefit and equity of redemption of the party of the first part, its successors or assigns, therein, at public auction, according to any act in such case made and provided, and as the attorney of the party of the first part for that purpose by these presents duly authorized, constituted and appointed, to make and deliver to the purchaser or purchasers thereof, ^{and} good and sufficient deed or deeds of conveyance in the law for the same, in Fee Simple, and out of the money arising from such sale to retain the said amount herein first above provided, together with the cost and charges of advertisement and sale of said premises, rendering the overplus of the purchase money (if any there shall be) unto the party of the second part, its successors or assigns; which sale so to be made, shall forever be a perpetual bar, both in law and equity, against the party of the first part, its successors or assigns, and all other persons claiming or to claim the premises, or any part thereof, by from, or under it or them, or either of them; or to make sale or conveyance in any way authorized by law, and to take each and every proceeding by foreclosure or otherwise to recover, realize and collect the money secured hereby in and court having jurisdiction.

And the said party of the first part further agrees to effect, through the Board, an insurance upon its church building against loss or damage by fire, in such incorporated company as the Board may select, in the amount secured by this mortgage, for the term of five years from the date hereof, and to renew such insurance through the Board, from time to time as the same may expire, and any default of the party of the first part renewing the said insurance, the party of the second part may effect such insurance, and charge the premium or premiums paid therefor to the party of the first part, and the same shall be a lien secured by this mortgage, and collectible with interest from the dates of payment of the same, at the option of said party of the second part.

IN WITNESS WHEREOF, the said party of the first part hath duly executed this Indenture on the day and year first herein above written.

IN PRESENCE OF:

"THE FIRST PRESBYTERIAN CHURCH U. S. A. (SEAL)

G. M. Janeway

Skiatook, Oklahoma".

J. J. Donnelly.

By Louis A. Tyler, President of the Board of Trustees

STATE OF OKLAHOMA,)

: SS.
COUNTY OF TULSA?)

On this 9th, day of October A. D. 1909, before me personally appeared Louis A. Tyler to me known, who being by me duly sworn, said that he resides at Skiatook, Oklahoma, that he is the President of the Board of Trustees of the First Presbyterian Church in the fore-