

belonging and all the rights of homestead therein;

TO HAVE AND TO HOLD the same unto said second party, its successors and assigns forever. The said first parties hereby covenant and agree to a and with the said second party to warrant and defend the title to said premises against all lawful claims whatsoever?

PROVIDED ALWAYS, and this conveyance is upon these express conditions: That if the said first parties, their heirs, administrators, executors or assigns shall pay to the second party the sum of

\$335.00 on or before April 22, 1910  
\$330.00 on or before October 22, 1910

with annual interest thereon at the rate of 8 per centum, payable semi-annually, principal and interest payable at the office of Magee, Magee & Conner, at Tulsa, Oklahoma with current rate of exchange on New York City, in gold or its equivalent; according to the terms of 2 certain promissory notes of even date and tenor herewith; with interest coupons attached, and shall pay all taxes and other assessments on said lands, and up on this mortgage or upon the notes secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at their own expense keep the buildings on said property insured against fire, in a good and reputable insurance company, for the benefit of said second party, or assigns, to the extent of \$-----, until this mortgage is paid or otherwise extinguished, then this instrument shall be void, otherwise to remain in full force and effect.

PROVIDED, ALSO, that, on default in the payment of any part of said principal or interest, or taxes or other assessment, when and as the same shall become due, or if said first parties shall fail or neglect to keep the buildings on said property insured as above provided, then the whole of the money hereby secured shall become due and payable immediately upon such default or failure, at the option of the holder of said notes and without further notice.

And the said first parties hereby promise and agree to and with the said second party, successors, administrators, executors and assigns, to pay said principal, interest, taxes and other assessments when and as the same shall become due, to maintain the insurance on the buildings as above provided, and to comply faithfully with all the terms and conditions of this mortgage, and that in case any of said taxes or other assessments shall become delinquent, or in case said first parties shall fail to maintain the insurance on said buildings as above provided, the said second party may pay said taxes and assessments and may effect such insurance, and add the amounts so paid, with interest thereon, to the indebtedness hereby secured and recover the same as a part thereof; and that, in case of foreclosure of this mortgage, a reasonable sum, to be fixed, by the Court, shall be recovered by said second party from said first parties as an attorney's fee, and shall be included in the decree foreclosing this mortgage. Said first parties hereby waive the benefit of stay, valuation or appraisement laws.