

(3) in said Block, to the southwest corner of said Lot three (3); thence in an easterly direction on the South line of said lot three (3) to the Southeast corner thereof; thence in a northerly direction to the place of beginning; being all of said lot three (3) and all that portion of said lot two (2) within the above description, all in the City of Tulsa, State of Oklahoma.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever, and warrant the title to the same.

The said party of the first part hereby covenants with the said party of the second part that it will pay all taxes and assessments chargeable against said premises, and all premiums for insurance on the buildings thereon, before the same becomes delinquent, and that it will keep any and all buildings and other improvements now on said premises or hereafter put thereon in good condition and repair, and will do no act by which the value of said premises maybe impaired. That it will, until the condition of this indenture hereinafter set forth is fully satisfied, keep any and all building on said premises insured in at least the sum of Twenty Thousand (\$20,000) Dollars in one or more responsible insurance companies to be approved by the party of the second part or his assigns with loss, if any, payable to the party of the second part, or his assigns, as his or their interest may appear, and will deliver the policy or policies of insurance to the said party of the second part: and in case of loss of damage to said building or buildings, the said party of the second part or his assigns shall have the right to apply the monies collected from the insurance in payment of the debt secured hereby whether due or not. In the event 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 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 monies 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 interest at the rate of seven (7) per cent per annum from the date thereof, 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,