

the foregoing conveyance is on condition; That, whereas the said first parties are justly indebted to the said second party in the sum of five Thousand dollars evidenced by One promissory note of even date herewith, with interest thereon from maturity at the rate of 10 per cent per annum, payable annually, both principal and interest payable at the office of the Central National Bank of Tulsa.

Now if the said first parties shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, and perform all and every other covenant and agreement herein, then this instrument to be null and void, and shall be released at the cost of the said first parties, otherwise to remain in full force and effect.

And it is hereby further stipulated, that during the continuance of this instrument in force, the said first parties shall at all times keep all Taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire, lightning and tornado in the sum of not less than loss, if any payable to interest may appear.

And it is further hereby agreed, that in case the said first parties shall make default in payment of any taxes on said property when due, or in keeping said buildings insured as aforesaid, then the said second party, his heirs or assigns, or legal representatives may pay such taxes, or effect such insurance and the amount necessarily expended therefor, with interest at eight per cent per annum from the date of such expenditures until repaid, shall be considered a sum, the repayment of which is intended to be hereby secured. And said first parties hereby waive any and all rights of appraisal, sale or redemption and homestead, the mortgage on the property herein described being given as security for money borrowed.

And if default be made in the payment of any note hereby secured at maturity, or if default be made in the payment of any interest due on any note hereby secured when the same becomes due and payable, or if any taxes or assessments, now or hereafter levied or imposed against said real estate are permitted to become delinquent, or if default be made in the agreement to keep said property insured as herein set forth, then in either of these cases, the sums hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. Then the said grantee, or his assigns, agent or attorney shall have power to sell said property at public sale, to the highest bidder, for cash, at the front door of the U.S. Post Office of Tulsa, Oklahoma. as the same may be located at the time of sale public notice of the time and place of said sale having first been given thirty days by advertising in some newspaper published in said Tulsa, or by printed or written hand-bills posted up in five public places at said Tulsa, Okla at which sale the said grantee or assignee, may bid and purchase as any third person might do, and we hereby authorize the said grantee or assignee or legal representative to convey said property to anyone purchasing at said sale, and the recitals of his deeds of conveyance shall be taken as prima facie true; and the