

premises in fee simple, that they are free from all incumbrances and charges whatever, and that they will and their executors and assigns shall forever warrant and defend the title to the same against all lawful claims whatsoever.

Provided always, that these presents are upon the express condition that the said parties of the first part shall and do well and truly pay or cause to be paid to the said party of the second part, his successors or assigns, the sum of forty three Hundred (\$4300.00) Dollars, with interest according to a certain promissory note bearing even date herewith, executed by R.A. Dunn and Nettie Dunn to said party of the second part, his successors and assigns, to which these presents are collateral, and shall also pay and discharge or cause to be paid within the time prescribed by law, all such taxes and assessments, of whatever nature; as shall by any lawful authority, while the money secured by these presents remains unpaid, be levied or imposed upon said premises above described, including the taxes upon the mortgage interest of said part-- of the second part in and to said premises, by virtue of this mortgage; and shall further keep and perform all covenants and agreements hereinafter made, then these presents shall be null and void.

And it is expressly agreed that should any default be made in the above covenant to insure and keep insured the said buildings then and in such case it shall be lawful for the said party of the second part his successors and assigns, without prejudice to any rights he might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on the premises above described, added to the amount secured by these presents, and shall be payable on demand with interest at ten (10) per cent per annum.

And it is also agreed, that should any default be made in such payment of the taxes and assessments as above provided, or any part thereof, then and in such case it shall be lawful for the party of the second part, his successors and assigns, without prejudice to any rights which he might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises added to the amount secured by these presents, and shall be payable on demand, with interest at ten (10) per cent per annum.

And it is also agreed that should any default be made in the payment of any of the items mentioned in this mortgage on the day when the same are made payable by this mortgage or said note, or should said first party fail or neglect to pay, or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of Oklahoma, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, intended so to be, or shall commit waste on said premises, or do any act whereby the property herein conveyed is made less valuable, or shall fail well and truly to keep and perform each and all of the covenants, expressed or implied, herein contained, or either or any of the, then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, if said second party so elect, anything hereinbefore contained or contained in said note, to the contrary thereof is in any wise notwithstanding.