

PROVIDED ALWAYS, and this conveyance is upon these express condition: That if the said first party his heirs, administrators, executors or assigns shall pay to the said second party the sum of \$1000.00 on or before August 15, 1910, with annual interest thereon at the rate of 10 per centum, payable semi-annually, principal and interest payable at the office of Magee & Conner, at Tulsa, Oklahoma, with current rate of exchange on New York City, in gold or its equivalent; according to the terms of a certain promissory note of even date and tenor herewith and shall pay all taxes and other assessments on said lands, and upon this mortgage or upon the note secured hereby, during the life of this mortgage and before the same shall become delinquent, and shall also, at his own expense keep the building 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 \$400.00 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 assessments, when and as the same shall become due, or if said first party 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 note and without further notice.

And the said first party hereby promises and agree to and with the said second party heirs, 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 party 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 party as an attorney's fee, and shall be included in the decree foreclosing this mortgage.

Said first party hereby waived the benefit of stay valuation or appraisement
IN WITNESS WHEREOF, the said first party has hereunto set his hands this 16th day of February 1910.

R.F. Schofield,

ACKNOWLEDGMENT.

STATE OF OKLAHOMA)

COUNTY OF TULSA (S.S.

Before me, the undersigned a Notary Public within and for said County and State, on this 16th day of February 1910, personally appeared R.F. Schofield (a single man) to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.