

years from date; said note payable to Kate L. Hendrick or order; said note to bear interest at 8% per annum from date until paid; the interest on said note to be paid every three (3) months, or quarterly from date of said note; said note to be signed by Emma H. Hendrick and Joe Hendrick, and said note to stipulate that the makers thereof will pay 10% of the amount of said note that may be due in addition to the principal and interest thereof as attorneys fees if suit be brought to collect said note or any part of said indebtedness or the said mortgage be foreclosed to force the collection of said note or any part of said note

The said parties of the first part hereby covenant with the said party of the second part hereinafter called mortgagee, as follows:

That they will pay said note with interest thereon when same becomes due and payable; that they will pay all taxes, including personal taxes, and assessments, and premiums of insurance payable against said premises before the same become delinquent, that they will keep all fences, buildings and other improvements now on said premises and hereafter put thereon, in good condition and repair, and will do no act by which the value of said premises may be impaired.

That they will, until this mortgage is satisfied, keep the buildings on said premises insured in at least the sum of five hundred dollars (\$500.00) in some responsible insurance companies, approved by said mortgagee, or her assigns, with loss, if any, payable to said mortgagee, or her assigns as their interest may appear, and in case the buildings on said real estate are destroyed or damaged by fire, the said mortgagee or the legal holder of said notes <sup>and</sup> mortgage shall have the right to apply the money collected from insurance in the payment of the debt secured hereby.

That if the said parties of the first part shall fail to pay said taxes and assessments, or shall fail to procure and keep up said insurance, as herein agreed, then said mortgagee, or her assigns, may pay said taxes and assessments, and effect said insurance, and charge the sum so paid against the said parties herein for said premiums and the money so advanced for the payment of said taxes, assessments, insurance or charge of whatsoever nature on the property hereby mortgaged, shall be added to the mortgage debt and the repayment thereof, with the interest at the rate of 8% per annum, shall be secured by this mortgage, and be forthwith due and payable; and the said mortgagee or her assigns, shall be subrogated to all the rights of the person to whom such payments have been made.

Now, if such payments be made as herein specified, then this mortgage shall be void, otherwise to remain in full force and effect.

In witness whereof the said parties of the first part have hereto set their hands and seals this the 27th day of January, 1910.

Emma H. Hendrick

Joe K. Hendrick.

STATE OF OKLAHOMA)  
TULSA COUNTY. } SS.

Before me, Iolo Carr Willer, a notary public in and for Tulsa county, state of Oklahoma, on this the 27th day of January, 1910, personally appeared Emma H. Hendrick and Joe K. Hendrick, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument and each for herself and himself acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.