

of Tulsa, Oklahoma, as is shown by the amended recorded plat thereof together with all improvements on said lot

TO HAVE AND TO HOLD THE SAME, with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And the said parties of the first part does hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns, forever, against the lawful claims of all persons, whomsoever.

PROVIDED ALWAYS, and this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST, Said Thomas B. Merrill & Margurett C. Merrill husband and wife are justly indebted unto the said party of the second part in the principal sum of Three Hundred dollars, in lawful money of the United States being for a loan thereof made by the said party of the second part, to the said Mrs. Lenora Sullivan and payable according to the tenor and effect of one certain negotiable promissory note numbered 1 executed and delivered by the said Thomas B. & Margurett C. Merrill bearing date May 12 1908 payable to the order of said Mrs Lenora Sullivan, One year after date, at Tulsa, Okla with interest thereon from date until maturity at the rate of 10 per centum per annum, payable semi annually on the 12th day of November and May in each year, and 10 per cent per annum after maturity; the installments of interest being further evidenced by two coupons attached to said principal note of \$300.00 and of even date therewith and payable to to the order of said Mrs Lenora Sullivan at The Bank of Commerce, Tulsa, Okla.

SECOND: Said parties of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire and tornado insurance company to the satisfaction of the holder hereof in the sum of seven hundred & fifty dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the parties of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 10 per cent per annum and the first parties assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agrees to keep all buildings, fences and improvements on said land in as good repair as they now are, and ^{not} to commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agrees that if the makers of said note shall fail to pay the principal or interest of said note or any part thereof as the same becomes due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of money hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.