

TO HAVE AND TO HOLD the same unto said second party, his heirs, and assigns, forever with all the privileges and appurtenances thereto belonging or in any wise appertaining.

And the said first parties for themselves their heirs, executors, administrators and assigns, warrant and covenant to and with the said second party, his heirs and assigns, that they are lawfully seized and possessed in indefeasible title in fee of the afore granted premises; that the same are free ^{and clear} of all incumbrances of any kind character or description whatever, except one prior lien on each building as before mentioned; that they have good right to sell and convey the same to the said second party as aforesaid, and that they are in the actual and undisputed possession of all of said premises, and that they will, and their heirs, executors, and administrators shall forever warrant and defend the title of said real estate against all claims and demands whatever.

The foregoing conveyance is on condition: That whereas, the said first parties are justly indebted to the said second party in the sum of twenty five thousand (\$25,000.00) Dollars, evidenced by three notes of even date herewith:

One for fifteen thousand (\$15,000) Dollars, payable to the order of the Central National Bank of Tulsa with interest from maturity at the rate of 8% per annum, and two notes for Five Thousand (\$5,000) dollars each, payable, to the order of the second party hereto, with interest thereon from date at the rate of 8% per annum, 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 notes 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 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, assessments, licenses, and revenue, that may be levied or assessed against said premises or property fully paid, 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 Twenty-five Thousand (\$25,000.00) loss, if any, payable to J.E. Crosbie, to the amount due on the above described notes.

AND IT IS FURTHER HEREBY AGREED, That incase the said first parties shall make default in payment of any taxes, assessments, licenses or revenues, 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, etc. or effect such insurance, and the amount expended therefor shall be due and payable at once and shall draw interest at eight per cent per annum from the date of such expenditure until paid.

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, levies, or assessments, now or hereafter levied or imposed against said real estate, are not paid when due, but 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 interest thereon, shall immediately become due and payable, at the option of the