

shall fail to keep their house of worship insured against loss by fire; or in case their house of worship or the mortgaged premises be alienated, or be abandoned as a place of public worship, by the parties of the first part, then and in each and such case, they, the said parties of the first and second parts, shall and will forthwith refund and they hereby severally covenant and agree to pay, to the said parties of the third part, their successors or assigns, the said amount with interest thereon, from the 18th day of July 1910, and upon the happening of either of such contingencies, the said sum of money with interest thereon, as aforesaid shall be forthwith due and payable to the party of the third part, their successors or assigns.

THIS INDENTURE FURTHER WITNESSETH, that the said parties of the first and second parts, for the better securing the performance by them of their several covenants and obligations above mentioned, and the re-payment of the said amount with interest thereon, as aforesaid, to the said parties of the third part, in the cases above mentioned, and in consideration of One Dollar to each of them paid by said parties of the third part, the receipt of which by the parties of the first and second parts is hereby acknowledged, have granted, bargained, sold, conveyed and confirmed, and by these presents do grant, bargain, sell, convey, and confirm unto the parties of the third part, and to their successors and assigns forever, ALL the following described Real Estate, situated in the county of Tulsa, state of Oklahoma, to-wit: Lots 9 and 10 in Block 44, in the Incorporated Town of Broken Arrow, according to the townsite Plat and Survey thereof.

TOGETHER with all and singular the tenements hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof: AND ALSO all the estate, right, title and interest whatsoever as well in law as in equity, of the parties of the first and second parts, of, in, and to the same, and every part thereof, with the appurtenances: To have and to hold the above granted and described premises, with the appurtenances, unto the parties of the third part, their successors and assigns, to their own proper use, benefit and behoof forever, provided, always, and these presents are upon this express condition, that if the parties of the first and second parts, their successors, or assigns, shall well and truly keep, perform, and fulfill each of the covenants and obligations herein above contained, and shall in the cases herein above provided, well and truly refund unto the said parties of the third part the said amount, with interest thereon, as aforesaid, then these presents and the estate hereby granted shall cease, determine and be void. And the parties of the first and second parts, for themselves, their successors and assigns, do severally covenant and agree to and with the said parties of the third part, that, in case the said parties of the first part, or their successors, shall cease to conform to the doctrines and practices of Baptist Churches in union with the denomination, or the corporate existence of the said parties of the first part shall cease; or in case they shall fail to keep their house of worship insured against loss by fire; or in case their house of worship or said mortgaged premises be alienated or shall cease to be used for a period of one year as a place of worship by the parties of the first part; that then, in each and every such case, it shall be lawful for the parties of the third part, their successors or assigns to enter into and upon all and singular the premises, hereby granted, or intended so to be and to sell and dispose of the same and all benefit and equity of redemption of the parties of the first and second parts, their successors or assigns, therein, by public auction, according to the Act in such cases made and provided, and as the attorney of the parties of the first and second parts for that