note of even date herewith, becoming due as follows, to-wit:

HUQC

Π

One Note for Two Hundred Dollars, due September First, 1915 with interest at the rate of ten per cent, per annum, payable, on the first day of March and September in each year, as specified by interest coupons. Said notes draw interest at the rate of ten per cent per annum after maturity, and are payable to said second party or bearer at the New England National Bank, Kansas City, Mo.

513

NOW, THEREFORE, The said first party in consideration of the premises and for the purpose of securing the indebtedness aforesaid, does hereby Grant, Bargain, Sell and Convey unto the said second party, his heirs, and assigns, forever, the following described lands and premises situate in the County of Tulsa, State of Oklahoma, to-wit:

South Half of southwest quarter of southeast quarter and northeast quarter of southwest quarter of southeast quarter and northwest quarter of southeast quarter of southeast quarter of section Thirty-three (33) Township Twenty one (21), Range Thirteen (13) Being Forty (40) acres.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereto belonging, unto the said second party his heirs and assigns, and the said first party hereby covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all encumbrances, and that said first party will warrant and defend the same unto the said second party, his heirs and assigns, against the lawrul claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all benefits of stay laws and rights of homestead, appraisment, redemption, or dower in said premises. This conveyance is made, however, for the following purposes:

The said first party hereby covenants and agrees with the said second party as follows:

Tirst. To pay the principal of said loan, and the interest thereon, according to the condit ons hereinbefore set forth.

Second. To keep all buildings, fences or other improvements on said real estate in as good repair and condition as thesame are in a t this date, and permit no waste, especially no cutting of timber, except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises.

THIRD. To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said second party or assigns, the holders of said indebtedness, for the insurable value thereof, and the policies assigned and plædged and delivered to said second party and assigns as aforesaid, with full power to demand receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness, and this mortgage shall be a lien upon all insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.

FOURTH. To pay all taxes which are due or which hereafter may become liens on said real estate, when by law the same are made payable, and all taxes which may be assessed in Oklahoma against the said second party or assigns on this mortgage or the notes secured hereby.

Fifth. In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said second party and assigns as aforesaid may do so and this mortgage shall stand security for any amounts so expended by said second party, with interest at the rate of eight per cent per annum.

NOW, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hersinbefore conveyed shall be released at the cost of