

half (N 1/2) of the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section Twenty one (21) Township Seventeen (17) North, range Fourteen (14) East.

Also, the Southwest quarter (SW 1/4) of the Northeast quarter (NE 1/4) of Section Twenty one (21) Township Seventeen (17) North, Range Fourteen (14) East.

The above description includes eighty (80) acres, more or less.

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all rights of homestead exemption unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do 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, its successors and assigns, forever, against the claims of all persons whomsoever.

This mortgage is given as security for the performance of the covenants herein and the payment to the Union Trust company, at its office in Tulsa, Oklahoma, its successors, or assigns, the principal sum of Three thousand and no/100 dollars on the first day of June, 1910, according to the terms and conditions of the one promissory note made and executed by said W.A. Porter, and Mildred M. Porter, his wife, parties of the first part, bearing even date herewith, with interest thereon from date at the rate of six per cent per annum, payable semi annually, but with interest after maturity at the rate of ten per cent per annum, which interest is evidenced by five (5) coupon interest notes thereto attached.

Second: Said parties of the first part hereby covenant, and agree to pay all taxes and assessments of whatsoever character on said land, and any taxes or assessments that shall be made upon said loan or upon the legal holder of said notes and mortgage, on account of said loan by the State of Oklahoma, or by the County or town wherein said land is situated, when the same become due, and to keep the buildings upon the mortgaged premises insured in some reliable fire insurance company, approved by the party of the second part, for the sum of Two Thousand & 00/100 dollars, and to assign the policies to said party of the second part, as their interests may appear and deliver said policies and renewals to said party of the second part, to be held by them until this mortgage is fully paid, and said party of the first part assumes all responsibility of proof and care and expense of collecting such insurance if loss occurs.

Third. The said parties of the first part agree to keep all buildings, fences, and other improvements on the said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth: It is further expressly agreed by and between the parties hereunto that if any default be made in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any part of either said principal or interest notes, when the same become due, or in case of default in the payment of any installment of taxes or assessments upon said premises, or upon said loan, or the premiums for said fire insurance when the same become due, or in case of the breach of any covenant or condition herein contained, the whole of said principal sum named herein, and interest thereon, shall become immediately due and payable, at the option of said second party, and this mortgage may be foreclosed accordingly. And it is also agreed that in the event of any default in payment or breach