

One Thousand 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 Nate and Amanda Skidmore and payable according to the tenor and effect of one certain negotiable promissory note numbered executed and delivered by the said Nate and Amanda Skidmore bearing date March 20th 1909 payable to the order of said Mary Mitchell & Nancy Barnett 10 days after date, at Tulsa, Okla. with interest thereon from date until maturity at the rate of 8 per cent per annum, payable semi annually on the-----day----- and -----in each year, and attached to said principal note----- and of even date herewith and payable to to the order of said----- at-----

Second. Said party 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 insurance company to the satisfaction of the holder hereof in the sum of-----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 party 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 12 per cent per annum and the first party assumes all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third. The said party 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 <sup>collateral</sup> security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Fifth. Said party of the first part agrees that if the maker 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.

The said party of the first part, shall pay all expenses of collecting the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy a reasonable attorney's fee of not less than 10% Dollars shall be added, which this mortgage also secures

And that the said party of the first part, for said consideration do hereby expressly waive an appraisal of said real estate and all benefit of the homestead exemption and stay laws of the state of Oklahoma.

The foregoing conditions being performed this conveyance to be void otherwise of full force and virtue.

In Testimony whereof the said party of the first part have hereunto subscribed their names and affixed their seals on the day and year first above mentioned.

Nate Skidmore

Amanda Skidmore