

tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemptions, unto the said party of the second part, and to his heirs 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, and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever except a Mortgage of \$500⁰⁰ now of record against above described property.

Provided Always, And these presents are upon these express conditions; that if the said parties of the first part, their heirs or assigns, shall well and truly pay, or cause to be paid, to the said party of the second part, his heirs and assigns, the sum of Fourteen Hundred Fifty Dollars with interest thereon at the time and in the manner specified in five certain promissory notes of July 1st 1903 executed by the parties of the first part, payable to the order of W. N. Walker, at Stillwater, Okla., as follows: \$150. payable Jan 1st 1904, \$300. payable July 1st 1904, \$300. payable Jan 1st 1905, \$350. payable July 1st 1905, \$350. payable July 1st 1906, with 5 percent interest from date until maturity, both principal note and coupons payable with 8 percent interest per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal, or interest, when the same is due, or failure 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 in six months without notice. Said parties of the first part hereby agree to carry policies of fire and tornado insurance to the amount of \$800⁰⁰ for full term of the loan, if any payable to W. N. Walker, after interest of the holder of the first Mortgage has been satisfied, as his interests may appear; and said policies shall be held by said mortgagee or the legal holder of said notes, as collateral or additional security for the payment of said notes, and further agree to keep in good repair all buildings, fences and other improvements, and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mortgagee an attorney fee of \$50⁰⁰ and all costs of suit and all insurance premiums or taxes so paid shall be added which sums shall be and become an additional lien, and be