

in that case the said party of the second part, its successors or assigns, may make such payments, and the amounts so paid, with interest at the highest rate allowed by law from date of payment, shall be added to and deemed a part of the money secured by this instrument; said parties of the first part hereby relinquish unto said party of the second part, its successors and assigns all their rights of homestead in said premises. Said parties of the first part do hereby covenant and agree to and with the party of the second part, its successors and assigns, that they are the owners in fee simple of said premises, that the same are free from all incumbrances and that they will warrant and defend the same against all lawful claims whatsoever.

This instrument is given to secure an advancement of \$500. made on ten shares of class C. C. stock of the said Union Savings Association, the monthly dues of which amount to Five & 80/100 Dollars per month, and said parties of the first part do further covenant and agree to pay the said monthly dues on said stock, as they shall become due with credited earnings added thereto until said stock becomes fully paid.

Provided always, and these presents are upon the express condition that if the said party of the first part shall pay or cause to be paid to the said party of the second part, its successors and assigns, at Sioux Falls, South Dakota, the said sum of Five Hundred Dollars, according to the tenor and effect of a certain contract or promissory note executed by Walter C. Smith and Bertha J. Smith, to said Union Savings Association, of even date herewith, due and payable on or before two years from date, unless the shares of the capital stock of said Association pledged as security for this loan, shall sooner mature, together with interest thereon from its date, at the rate of six per cent per annum; and the sum of Five & 80/100 Dollars as monthly dues on ten shares, Class C. C. numbered — of the capital stock of said Association, and a monthly premium of fifty Cents on each One Hundred Dollars so borrowed, by said party of the first part, and all fees, all of said interest, dues and premiums being due and payable on or before the first day of each and every month, and to be paid at Sioux Falls South Dakota and shall keep and perform all the covenants and agreements herein contained; then and in that case this instrument shall be null and void.