

buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policies to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH: Said parties of the first part hereby agree that if the makers of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest according to the tenor and effect of said note and coupons, when the same becomes ^{due} ~~due~~, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed this ^{covenant} ~~covenant~~ to be void; otherwise of full force and virtue.

SIXTH: In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of the performance of any of the covenants herein contained, the said first parties agree to pay to ^{the} said second party and his assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent, per annum.

IN TESTIMONY WHEREOF, the said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Executed and delibered in the presence of:

Maude E. Harlan

(SEAL)

John Harlan

(SEAL)

ACKNOWLEDGEMENT NO. 2

STATE OF ILLINOIS COUNTY OF CLARK.)) SS.

Before me, the undersigned Circuit Clerk in and for said County, ^{and State} on this 19th, day of October 1908 personally appeared Maude E. Harlan and ~~John~~ John Harlan, her husband, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above written.

My commission expires -----

Daniel Emerson, Notary Public--
Circuit Clerk.

Filed for record Oct. 22, 1908. at 9.45 A. M.

H. C. Walkley, Register of Deeds.

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