

holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment² made of the proceeds as last above mentioned,

Fifth. Said ~~first~~ parties of the first part hereby agree that if the makers of said note 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, or to conform 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} Harkof, 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 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 any covenant herein contained, the said first parties agree to pay to the said second part and his assigns, interest at the rate of 8 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,

Seventh: It is further agreed that on the filing of any petition to foreclose this mortgage the first part-- shall ^{pay} a reasonable attorney's fee of not less than one hundred dollars, and the same to be secured by this mortgage and to be taxed as a part of the costs in said action.

In witness whereof, the said parties of the first part have hereunto subscribed their names and affix their seals on the day and year above mentioned,
Executed and delivered in the presence of

F. J. Hoot,
Julia A. Hoot,
G. T. Hoot,
Anna Hoot.

State of Oklahoma, Rogers County) SS Before me, the undersigned Notary Public, in and for said County and State on this 23 day of November, 1922, personally appeared G. T. Hoot and Anna Hoot to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me 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 last above written.

(SEAL) John T. Brown, Notary Public.

My commission expires Nov. 23, 1925.

State of Oklahoma) SS
Muskogee County) Before me, the undersigned, a Notary Public, in and for said County and State on this twenty fourth day of November nineteen hundred twenty two, personally appeared F. J. Hoot and Julia A. Hoot, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me 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 written above.

My commission expires April 18th, 1925. (SEAL) V. K. Williams, Notary Public.

Filed for record in Tulsa County Okla. on Nov. 27, 1922, at 11:20 A.M. and duly recorded