

COMPARED

will warrant and defend the same to the said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, AND THIS INSTRUMENT is made, executed and delivered upon the following conditions, to-wit:

FIRST: Said parties of the first part are justly indebted to the said party of the second part in the principal sum of Twenty-five Hundred Dollars (\$2,500.00), in lawful money of the United States, being for a loan thereof made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain promissory note, of even date herewith, made, executed and delivered by the said parties of the first part to the order of ORA A. KEITHLY, payable at the Bank of O'Fallon, O'Fallon, Missouri; said note being for the sum of Twenty-five Hundred Dollars (\$2,500.00), due May 1, 1926, and to bear interest from date until maturity at the rate of eight (8) per cent. per annum, payable semi-annually, on the 1st days of November and May of each year, and ten (10) per centum per annum after maturity, the instalments of interest being further evidenced by coupons attached to said principal note, of even date herewith, and payable to the order of Ora A. Keithly.

SECOND: Said parties of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements now on or hereafter erected on said lands insured in some responsible fire and tornado insurance company, to the satisfaction of the holder hereof, in at least the sum of Twenty-five Hundred Dollars (\$2,500.00), the policy to be made to the holder hereof as additional security to this loan; and if the taxes or insurance premiums are not paid by the parties of the first part when due, the holder hereof may pay the same and this mortgage shall be security also for such payments, with interest at the rate of ten per centum per annum, and the parties of the first part shall assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said parties of the first part agree to keep all buildings and improvements on said land in as good repair as they now are, and not to commit nor 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 collateral security for the payment of moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said parties of the first part agree that if the makers of said notes shall fail to pay the principal or interest on said notes, or any part thereof, as the same become 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 parties of the first part shall pay all expenses of collection of the insurance, and in the event action is brought to foreclose this mortgage or recover on the insurance policy, a reasonable attorneys' fee of not less than Ten Dollars and ten per cent. of the amount then due, shall be added, which this mortgage also secures.

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

NOW if the parties of the first part shall well and truly pay to the said party of the second part, his heirs, executors, administrators, or assigns, the said sums of money evidenced by the said note and coupons, and keep and perform the agreements, covenants and conditions hereinabove set forth, then this conveyance to be void; otherwise to remain in