

COMPARED

of all persons whomsoever.

PROVIDED, Nevertheless, and these presents are upon this condition; that the said John Yeager has entered into a contract in writing with said Association, of which the follow is a copy, to-wit:

\$2800.00

Loan No. 445

Nowata, Okla., February 19, 1923

For value received we promise to pay to NOWATA BUILDING and LOAN ASSOCIATION, Nowata, Oklahoma, the sum of Twenty eight hundred DOLLARS which we agree to pay with 83¢ per \$100 interest per month thereon, payable monthly as follows:

I hereby pledge and assign as collateral security certificate No. 1513 for twenty eight shares of Installment class stock in said Association of One Hundred dollars each, and agree to pay to said Association monthly not less than forty five and 64-100 (\$45.64) DOLLARS to be applied as follows: First-- to payment of any fines, insurance, taxes or other assessments made against me in accordance with the by-laws of said Association. Second-- to payment of the interest on said loan. Third-- the balance of said amount to be applied towards the payment of my stock subscription. Said monthly payments shall continue until said stock is fully paid up by the payments applied thereto as above stated and the dividends declared thereon.

I hereby assign the stock aforesaid to said Association as collateral security for said loan, and I authorize it, when said stock is fully paid up, or should I fail for three months to make the payments above stated, at its option, to withdraw said stock in accordance with the by-laws of said Association, or any or all of the money paid thereon, and apply the amount withdrawn to the payment of said loan, or the interest thereon, or any of the assessments above stated.

Should any part of said loan or the interest thereon, or any part of said assessments remain unpaid after the withdrawal value of said stock is so applied, they shall become due and payable at the option of said Association. All unpaid installments shall bear interest at the rate of ten per cent per annum, from the time same are due and unpaid.

After six monthly installments become due, and unpaid, then the whole amount of principal and interest shall become due and payable, at the option of the Association, and the mortgage or other security may be enforced for the payment thereof.

John C. Yeager

Now if the said mortgagor shall well and truly pay, or cause to be paid, said loan and interest and stock dues in the manner provided by said contract, and perform said contract, and perform said contract and all conditions therein specified, and shall pay fire insurance and all taxes and assessments that are or may be levied against said realty herein mortgaged during the continuance of this loan, then these presents shall be void; otherwise, upon the failure to perform all or any of said contracts, agreements and conditions therein this mortgage shall become absolute and liable to foreclosure, and the said NOWATA BUILDING AND LOAN ASSOCIATION shall be entitled to the possession of said premises; and the grantor herein for said consideration expressly waives appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma, and further agrees to pay a 10% attorney's fee on the amount named in this mortgage, should the same be foreclosed, or suit brought for foreclosure after default, provided this mortgage is foreclosed by an attorney of record in the state of Oklahoma.

IN TESTIMONY WHEREOF, the said party has hereunto set his hand and a seal this 19th February, 1923.

John C. Yeager