

NOW THEREFORE, If said party of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues and interest, when they shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said other agreements, then these presents shall be void, otherwise, the same shall be and remain in full force and effect, and this mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and the expenditures hereinbefore named, made by said party of the second part, to pay said taxes, assessments and insurance, and to protect the title to said premises, together with the charges as provided by the By Laws of the said Association, for the non-payment of said interest, expenditures, and the payment of all prior liens and incumbrances on said premises and Six Thousand Dollars as attorney's fee for instituting suit upon this mortgage; also for foreclosing the same; all of which shall be a lien upon said premises and secured by this mortgage, and included in any decree of foreclosure rendered thereon, and all rents collected by said party of the second part shall be applied on the payment of said debt. In event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from date of default at the rate of 9 per cent, per annum in lieu of further monthly installments, and the shares of stock above referred to shall be cancelled and the surrender value thereof, as provided in the By Laws of said Association, as of the date of the first default, shall be applied in reduction of the sums due on this mortgage. And the said party of the first part, for said consideration, does hereby expressly waive or appraisal of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

IT IS UNDERSTOOD AND AGREED, By and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, and the laws of the State of Missouri, and in construing this contract the By-Laws of said Association and the laws of the State of Missouri are to govern.

IN WITNESS WHEREOF, the Ratcliff-Sanders Grocer Company, a Corporation, has by its President signed and sealed these presents, attested by its Secretary, and caused the seal of said corporation to be affixed, this 19th day of January, 1924.

(Corporate Seal)

RATCLIFF-SANDERS GROCER COMPANY,

ATTEST; G. H. Cloud, Secretary.

By R. S. Davis, President.

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Before me, a Notary Public, in and for said County and State on this 21st day of January A.D. 1924, personally appeared R.S. Davis, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal the day and year aforesaid.

My commission expires May 10, 1926.

(SEAL) J.W. Hamel, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Jany. 21, 1924, at 4:15 o'clock P.M. and recorded in book 443, page 173.

By Brady Brown, Deputy.

(SEAL) O.G. Weaver, County Clerk.

#249456 NS

A F F I D A V I T.

Quincy, Illinois, January 19, 1924.

COMPARED