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and clear of all incumbrances except a first mortgage to the Farm & Home Savings & Loan Association, of Nevada, Missouri, in the principal amount of thirtyfive thousand (35,000) dollars, and in which there is a balance to be paid at this time of thirty three thousand three hundred sixteen dollars and fifty cents (\$33,316.50) and a second mortgage to the said Farm & Home Savings & Loan Association of Nevada, Missouri, in the principal amount of fifteen thousand dollars (\$15,000) and that the Southern Hardware Company will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its 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 Hardware Company is justly indebted unto the said party of the second part in the principal sum of forty thousand (\$40,000) dollars in lawful money of the United States, being for a loan thereof made by the said party of the second part, to the said party of the first part, and payable according to the tenor and effect of a certain negotiable promissory note, executed and delivered by the said first party, bearing date of April 29, 1924, payable to the order of the said second party on or before ten years from date with interest thereon from the twentieth day of May, 1924, until maturity, at the rate of eight per cent per annum, payable monthly; said note and all interest payments to be made at the office of A. J. Hamel at Tulsa, Oklahoma, and it being further agreed that payments of \$100.00 or any multiple thereof may be made on said note at any interest paying date.

Second: Said party of the first part agrees to pay all taxes and assessments on said lands and premises when the same are due, and to keep such buildings and improvements on said land insured against fire and tornadoes in such companies and in such amounts as second party or assigns may name; the policy to have loss payable clause made to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the party of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of ten per cent per annum and the first party assumed all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

Third: The said party of the first part agrees to keep all buildings, fences and improvements in said land in as good repair as they now are, and not to commit or allow any waste on said premises.

Fourth: In case party of the first part makes default in any two successive payments to the Farm & Home Savings & Loan Association of Nevada, Missouri, on either one or both of the mortgages due and owing it, and covering this property then and in that event the party of the second part has the option of declaring the note described herein as due and may proceed to foreclose this mortgage. The first party specifically covenants and agrees that the payments due to the Farm & Home Savings & Loan Association of Nevada, Missouri will be paid promptly as they mature.

Fifth: In case of default in the covenants hereof, the rents and profits of said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

Sixth: The said party of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said note or any part thereof, as the same may 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