

646

mortgage in the original sum of fifteen hundred dollars (\$1500.00) dated May 19th, 1923, and drawn in favor of the Farm and Home Savings and Loan Association of Missouri, and it is made a condition of the within mortgage that in case two or more of the monthly payments on said mortgage to the Farm and Home Savings and Loan Association of Missouri, the within mortgage shall immediately become due and payable in full, together with interest thereon to date of payment,

To have and to hold the same, with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever, And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, that they will warrant and defend the same in the quiet and peaceable possession of 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 Thomas R. Sliger and Edna Sliger, his wife, are justly indebted unto the said party of the second part in the principal sum of Nine hundred twenty nine and 80/100 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 parties of the first part, and payable according to the tenor and effect of one certain negotiable promissory note, executed and delivered by the said first parties bearing date May 21st, 1923, payable to the order of said second party in monthly payments of \$6.35 each, with interest thereon from date until maturity, at the rate of eight per cent per annum, both interest and principal to be paid back in monthly payments, on the 21st day of each and every month, and ten per cent per annum after maturity, the installments of interest being further evidenced by said principal note of May 21st, 1923, and of even date therewith and payable to the order of said party of the second part. All principal and interest payable at office of Tulsa Security Company, 231 Iowa Building, Tulsa, Oklahoma,

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 such building and improvements on said land insured against fire and tornadoes in such companies and in such amounts as second party 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 parties 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 parties 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, fences and improvements on said land in as good repair as they now are, and not to commit or 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 the 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 note shall