

464

"Appraisement is hereby waived under the laws of the State of Oklahoma, relating to forced sales of Real Estate."

To have and to hold the above granted premises, with all the improvements and appurtenances thereunto belonging, unto the said Grantee, its successors and assigns, forever. And the said Grantors for themselves and their heirs, executors and administrators, covenant with the said Grantee, its successors and assigns, that the said premises are free from encumbrance, and that they have good right and lawful authority to sell the same, and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

The conditions of this Mortgage are such, that, Whereas, the said J. C. Kelley and Clara Kelley, his wife, have assigned, transferred and set over unto the said The Oklahoma Savings and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned 30 shares of Installment Stock, in Class A., No. 15229, issued by The Oklahoma Savings and Loan Association, and have executed and delivered to the said The Oklahoma Savings and Loan Association one promissory note, calling for the sum of Three Thousand and 00/100 Dollars, with interest at the rate of Ten per cent per annum, payable on the fifth day of every month, until sufficient assets accumulate to pay each shareholder one hundred dollars per share for each share of stock held by him, according to the By-Laws of The Oklahoma Savings and Loan Association, which note is in words and figures, as follows, to-wit:

NO. 3291

\$3000.00

For value received, we do hereby promise to pay to The Oklahoma Savings and Loan Association, of Oklahoma, City, Oklahoma, or order, on or before 120 months after date, Three Thousand and 00/100 Dollars, with interest thereon from date thereof, at the rate of Ten per cent per annum, being payable on the fifth day of each and every month until sufficient assets accumulate to pay each shareholder one hundred dollars per share for every share held by him, in accordance with the By-Laws of said Association, and in case of default in the payment of interest, or any part thereof, or failure to comply with any of the conditions or agreements contained in the first mortgage on real estate given to secure the payment of this note, then this note shall immediately become due and payable, at the option of the legal holder thereof, and if collected by suit, ten per cent additional shall be allowed, as attorney's fee, the said fee in any case to be at least Twenty-five Dollars; provided, that the makers of this note may have the privilege of paying Fifty Dollars or any multiple thereof, or all, on the principal sum, by paying one month's interest in advance, on the amount so paid, as prescribed by the By-Laws, and have the interest payments reduced accordingly.

Dated at Sand Springs, Okla., the 8th day of August A. D. 1923.

Now if the said J.C. Kelley and Clara Kelley, his wife, their heirs, assigns, executors, or administrators shall well and truly pay or cause to be paid, the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said Stock, to the said The Oklahoma Savings and Loan Association, its successors or assigns, according to the By-Laws of said Association, and keep said premises insured against loss by Fire and Tornado, and pay all taxes, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore