

I hereby certify that I received \$ 312.00 and issued
Receipt No. 10884 therefor in payment of mortgage
tax on the within mortgage.

Dated this 31 day of 7 1923
W. W. Stucky, County Treasurer

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homestead exemption unto said party of the second part, and to his successors or assigns forever, and the said party of the first part does hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances save a first mortgage to Gum Brothers for \$2500.00, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his successors 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 Lila Wade Harrell is justly indebted unto the said party of the second part, in the principal sum of thirty two hundred and fifty dollars (\$3250.00) in lawful money of the United States, being for a loan thereof made by the said party of the second part, and payable according to the tenor and effect of one certain negotiable promissory note bearing even date herewith, payable at the order of said H. K. Wade, of Fayetteville, Arkansas, with interest thereon from July 14, 1923, until Maturity at the rate of six per cent per annum, payable on or before July 17, 1928, and ten per cent per annum after maturity, and payable to the order of said H. K. Wade of Fayetteville, Arkansas.

Second: Said party of the first part hereby agrees to pay all taxes and assessments on said premises when same are due, and to keep all buildings and improvements on said lands insured in some responsible fire insurance company, to the satisfaction of the holder hereof, on the sum of _____ the policy to be made payable 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 assumes 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 on said lands 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 party of the first part agrees that if the maker of said note shall fail to pay the principal or interest of said notes or any part thereof as the same become due, or any of the taxes levied against said real estate by virtue of any law of the State of Oklahoma, before they become delinquent; also all 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, at the option of the holder hereof, become due and payable at once and without notice.

And the said party of the first part, for said consideration does hereby expressly waive an appraisalment of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.