

Continued

rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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 (It is understood that the taxes are paid upto and including year 1922, and failure to have paid same, the note and mortgage is due and collectible at once without notice.)

and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part and its assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And these presents are upon the express conditions; That if the said party of the first part, his heirs and assigns shall well and truly pay or cause to be paid to the said party of the second part, its assigns, the sum of Thirteen Hundred Dollars, with interest thereon at the time and manner specified in one certain promissory note, bearing date August 22, 1923, executed by the party of the first part, payable to the order of FIRST NATIONAL BANK IN KIEFER, OKLAHOMA. as follows;

\$1200.00 payable in monthly payments 10 per cent interest from date until maturity.

then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any part of the principal or interest, when the same is due, or any one of said notes at maturity, or upon the failure to pay any and all lawful assessments and taxes upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and if foreclosure proceedings be instituted hereon, the holder shall be entitled to recover \$130.00 attorney fees, all costs of suit, which sum shall be and become an additional lien, and be secured by lien of this mortgage, and said party of the first part hereby expressly waives an appraisalment of said real estate and all benefits of the homestead exemption stay laws of the State of Oklahoma.

And it is hereby further stipulated that during the continuance of this instrument in force, the said party of the first part shall at all times keep the buildings on said premises insured against loss or damage by fire or tornado in a sum not less than \$1300.00 loss, if any, payable to the said party of the second part, as its interest may appear.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year above written.

SIGNED AND DELIVERED IN THE PRESENCE.

J. H. Egbert.

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STATE OF OKLAHOMA, }  
COUNTY OF CREEK, } SS.

Before me, a Notary Public in and for said County and State, on this 22nd day of August 1923, personally appeared J. H. Egbert, Glenpool to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and