475

NOW, THEREFORE, If said parties of the first part shall pay the several sums of money mentioned in said note or obligation, including all dues and interest, when they shall be or become due and payable, as aforesaid, and shall faithfully perform all of the said other agreements, then these presents shall be void; otherwise, the same shall be and remain in full force and effect and this mortgage may be immediately foreclosed and enforced for the unpaid amount of the principal of said note, the unpaid interest and the expenditures hereinbefore named, made by said party of the second part, to pay said taxes, assessments and insurance, and to protect the title to said premises, together with the charges as provided by the By-La ws of the said Association, for the non-payment of said interest, expenditures, and the payment of all prior liens and incumbrances on gaid premises, and Two Hundred DOLLARS, as Attorney's fees for instituting suit upon this mortgage, also for foreclosing the same; together with reasonable abstracter's fee for extending abstract; all of which shall be a lien upon said premises and secured by this mortgage, and included in any decree of foreclosure rendered thereon, and all rents collected by said party of the second part shall be applied on the payment of said debt. In event of legal proceedings to foreclose this mortgage the indebtedness thereby secured shall bear interest from date of default at the rate of 9 per cent per annum in lieu of further monthly installments, and the shares of stock above referred to shall be applied in reduction of the sums due on this mortgage. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma.

and the second of the second o

IT IS UNDERSTOOD AND AGREED, By and between the parties hereto, that this entire contract, and each and every part thereof, is made and entered into in accordance with the By-Laws of the FARM AND HOME SAVINGS AND LOAN ASSOCIATION OF MISSOURI, and the laws of the State of Missouri , and in construing this contract the By-Laws of said Association and the laws of the State of Missouri are to govern.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year above written.

J. E. Sommers

Effa Sommers

STATE OF OKLAHOMA. ss. Before me, a Notary Public, in and for said County of Tulsa and County of Tulsa State of Oklahoma, on this 15th day of letter 1923-, personally appeared J. E. Sommers and Effa Sommers his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same astheir free and voluntary act and deed, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the County of Tulsa and State of Oklahoma, this 15th day of October 1923. My commission as Notary Public expires on the 10th day of May 1926,

(SEAL)

J. W. Hamel Notsry Public Tulsa County, State of

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 16, 1923 at 2:30 o'clock P. M. in Book 475, page 491

By Brady Brown, Deputy

(SEAL)

O. C. Weaver. County Clerk

