

TRUSTEE'S ENDORSEMENT

13058
 and issued
 therefor or in payment of mortgage

109

26 Dec 1923
 W. W. Hayden, County Treasurer

873 COMPARE

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 does hereby covenant and agree that at the delivery hereof that they are the lawful owners of the premises abovegranted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part and to his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided always; and these presents are upon these express conditions: That if the said parties of the first part, their heirs or assigns, shall well and truly pay, or cause to be paid to the said party of the second part, his heirs and assigns, the sum of - - - dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith, coupons attached, executed by the parties of the first part, payable to the order of C. R. Smith at office of Clayton S. Smith & Son, at Stillwater, Okla. three years from date, both principal note and coupons payable with 10 per cent per annum from maturity until paid, according to the true intent and meaning thereof, then and in that case these presents and everything herein expressed shall be void, but upon default in the payment of any of the principal or interest, when the same is due, or failure to comply with any of the foregoing covenants, the whole sum of money hereby secured shall mature and at the option of the holder hereof, become due and payable at once without notice.

Said parties of the first part hereby agree to carry policies of fire and tornado insurance in the - - - of - - - to the amount of \$600.00 for full time of this loan, if any payable to C. R. Smith, as his interests may appear; and said policies shall be held by said mortgagee or the legal holder of said note, as collateral or additional security for payment of said note, and further agree to keep in good repair all buildings, fences and other improvements; and in event action is brought to foreclose this mortgage, or recover the insurance or taxes paid by the mortgagee, an attorney fee of \$50.00 and all costs of suit and all insurance premiums or taxes so paid shall be added which sums shall be and become an additional lien and be secured by this mortgage, and upon the bringing of any such action, the Court, or Judge, shall, upon motion of the mortgagee herein, or his assigns without further notice to said mortgagors or the owners of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof. said parties of the first part hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the state of Oklahoma.

In testimony whereof; the said parties of the first part have hereunto set their hands the day and year above written.

Fannie Hayden,
 S. U. Hayden.

Witnesses---

State of Oklahoma, Payne County, SS,

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3 day of December, A.D. 1923, personally appeared Fannie Hayden and S. U. Hayden, (her husband) to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(SEAL) L. H. Woodyard, Notary Public,

My commission expires Nov. 13, 1927.