

payable at St. Charles, Missouri, with six per cent interest per annum. payable semi-annually and signed by John W. Happel and Roberta P. Happel.

Said first parties hereby covenant that they are owners in fee simple of said premises and that they are free and clear of all incumbrances whatsoever.

That they have good right and authority to convey and encumber the same, and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$2000.00 for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee 10 per cent of the amount due as attorney's or solicitor's fees therefor in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage. and the amount thereon shall be recovered in said foreclosure suit and included in any judgment or decree rendered in action as aforesaid and collected. and the lien thereof enforced in the same manner as the principal debt hereby secured.,

Now if said first parties shall pay or cause to be paid to said second party, her heirs or assigns said sum of money in the above described note mentioned. together with the interest thereon according to the terms and tenor of said note and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void, otherwise shall remain in full force and effect, If said insurance is not effected and maintained, or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises. or any part thereof. are not paid before delinquent. then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of six percent per annum. until paid. and this mortgage shall stand as security for all such payments; and if said sum or sums of money or any part thereof is not paid when due. or if such insurance is not effected and maintained or any taxes and assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees. and to foreclose this mortgage. and shall become entitled to possession of said premises.,

Said first parties waive notice of election to declare the whole debt due as above and also the benefit; or stay, valuation. or appraisal laws.

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

John W. Happel

Roberta P. Happel

STATE OF MISSOURI)
) SS
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CITY OF ST. LOUIS)

Before me W. Scott Hancock. a Notary Public in and for said City and State. on this 14th day of August, 1924 personally appeared _____ John W. Happel and Roberta P. Happel husband and 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 as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My commission expires January 13, 1925

(seal)

W. Scott Hancock Notary Public.

Filed for record in Tulsa. Tulsa County. Oklahoma August 20, 1924 at 1:40 O'Clock P. M. and recorded in Book 489. Page 275. By Brady Brown Deputy (seal) O. G. Weaver County Clerk.