

of homestead in said premises. Said parties of the first part do hereby covenant and agree to and with the party of the second part, its successors and assigns, that they are the owners in fee simple of said premises, that the same are free from all incumbrances and that they will warrant and defend the same against all lawful claims whatsoever.

This instrument is given to secure an advancement of \$750 made on 15 shares of Class O stock of the said Union Savings Association, the monthly dues of which amount to Eight and 70/100 Dollars per month, and said parties of the first part do covenant and agree to pay the said monthly dues on said stock, as they shall become due, with credit earnings added thereto until said stock becomes fully paid.

PROVIDED ALWAYS, and these presents are upon the express condition that if the said parties of the first part shall pay or cause to be paid to the said party of the second part, its successors and assigns, at Sioux Falls, South Dakota, the sum of Seven hundred Fifty 750 Dollars, according to the tenor and effect of a certain contract or promissory note executed by W. F. Hall and Rosie E. Hall, his wife, to said Union Savings Association, of even date herewith, due and payable after two years, on or before ten years from date, unless the shares of the Capital stock of said Association, pledged as security for this loan, shall sooner mature, together with the interest thereon from its date, at the rate of six per cent per annum; and the sum of Eight and 70/100 Dollars as monthly dues on 15 shares, Class O numbered 18075 of the capital stock of said Association, and a monthly premium of fifty cents on each One Hundred Dollars so borrowed, by said party of the first part, and all fines, all of said interest, dues and premiums being due and payable on or before the first day of each and every month, and to be paid at Sioux Falls, South Dakota, and shall keep and perform all the covenants and agreements herein contained; then and in that case this instrument shall be null and void.

But in case of the non-payment of the sum of money, either principal or interest, fines, dues or premiums, insurance, taxes, assessments or statutory lien claims, at the time or times when the same shall become due, or of the breach of any covenant or agreement herein contained, then and in either case the whole of the amount of said sums at the option of the owner and holder hereof, shall become due and collectible in an action at law or by foreclosure, and such foreclosure may be had either by action or advertisement and in case of the foreclosure by advertisement, the owner and holder hereof, is hereby authorized and empowered to cause said premises to be sold and conveyed to the purchaser in the manner provided by law, and to dispose of the moneys arising from such sale agreeably to the statute in such case made and provided.

And the parties of the first part agree that in case of the foreclosure or the commencement of foreclosure of this mortgage, they will pay an attorney's fee of Seventy Five Dollars, in addition to all legal charges and costs of foreclosure, and such attorneys fee and all other legal charges and costs shall be retained out of the moneys arising from such foreclosure sale. And if said foreclosure suit is settled before decree entered then said parties of the first part agree to pay said attorney's fee in full.

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 all right of redemption allowed by law.

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

SIGNED, SEALED and Delivered
in the Presence of.

W. F. Hall (SEAL)
Rosie E. Hall (SEAL)