

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 its heirs or assigns, the sum of One thousand five hundred dollars, with interest thereon at the time and in the manner specified in one certain promissory note of even date herewith executed by the parties of the first part, payable to the order of The Keet & Rountree Dry Goods Company at Springfield Mo. as follows.

\$1500.00 payable 10/23/10 with 8 per cent interest from date until maturity. Principal note payable with 10 per cent interest 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 part 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, at the option of the holder thereof, become due and payable at once without notice. Said parties of the first part hereby agree to carry policies of fire and tornado insurance to the amount of \$2000.00 for full time of this loan, loss, if any, payable to party of second part its interest may appear; and said policies shall be held by said mortgagee, or the legal holder of said note, as collateral or additional security for the 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 \$18.00 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 lien of this mortgage, and upon the bringing of any such action the Court, or Judge, shall, upon motion of the mortgagee herein or its 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 appraisalment of said real estate and all benefit 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.

Stella May Hamel

In presence of----

A.J. Hamel

State of Oklahoma, Tulsa County SS.

Before me, D.C. Rose, a Notary public in and for said county and state on this 22nd day of October, 1910 personally appeared Stella May Hamel and A.J. Hamel, 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 uses and purposes therein set forth.

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

(seal)

D.C. Rose, Notary Public.

My commission expires July 7 th, 1911.