COMPARED

No. 1462.

P.D. ...
P. ...
P. L. ...
C. L.
C. D.
C. I.

R. C. Kerr and Wife,
To
L. H. Holmes, Trustee, For
The Alliance Trust Company, Limited,

Deed of Trust.

This Indenture, Made this 3rd. day of November Nineteen Hundred and Six by and between R. C. Kerr and Tussie B. Kerr, his wife, of the Northern District, Indian Territory, hereinafter called the party of the first part, and L. H. Holmes, Trustee, of Muskogee, Indian Territory, hereinafter called the party of the second part, and The Alliance Trust Company, Limited, of Dundee, Scotland, hereinafter called the party of the third part, witnesseth:

That Whereas, The said party of the first part is justly indebted unto the said party of the third part in the sum of Five Hundred ($500.00) Dollars, as is evidenced by One principal note of even date herewith, becoming due as follows, to-wit: One note for Five Hundred Dollars, due November First, 1911 with interest at the rate of Seven percent per annum payable semi-annually on the first days of May and November in each year, as specified by interest coupons. Said notes draw interest at the rate of Seven percent, per annum after maturity, and are payable to said third party or order, at the office of The Alliance Trust Company, Limited, in Kansas City, Missouri, in U.S. gold coin of present standard weight and fineness.

Now, Therefore, The said first party in consideration of the premises and for the purpose of securing the indebtedness aforesaid, and in the further consideration of One Dollar to said first party in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell and Convey unto the said second party and his successors in trust, forever, the following described lands and premises, situate in the Twenty eighth Recording District Cherokee Nation, Indian Territory to-wit: South half of Northeast quarter of Northeast quarter and North half of Southeast quarter of Northeast quarter, Section Seventeen (17), Township Twenty-two (22) Range Fourteen (14).

To Have and To Hold the same, together with all the rights, privileges and appurtenances thereto belonging, unto the said second party and to his successors; and the said first party hereby covenants that said first party is lawfully seized in fee of said real estate; that the same is free from all incumbrances, and that said first party will Warrant and Defend the same unto the said second party or his successors in said trust, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all rights of homestead, appraisement, redemption, or dower in said premises, In Trust, however, for the following purposes:

The said first party hereby Covenants and Agrees with the said second and third parties as follows:

First. To pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth.

Second. To keep all buildings, fences, and other improvements on said real estate in as good repair and condition as the same are in at this date, and permit no waste especially no cutting of timber except for the making and repairing of fences on the place and such as shall be necessary for firewood for use on the premises.

Third. To keep the buildings now or hereafter erected on said land constantly insured in some company satisfactory to said third party or assigns, the holders of said indebtedness, for the insurable value thereof, and the policies assigned and pledged and delivered to said third party and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereunder, and apply the same toward the payment of said indebtedness, and this mortgage shall be a lien upon all insurance held by said first party or assigns upon said premises, whether the policies therefor are assigned or not, until said indebtedness is paid.