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R. W. Kerr and Wife,

To

Deed of Trust.

L. H. Holmes, Trustee, For

Harry Hubbard,

This Indenture, made this 3rd day of November, Nineteen Hundred and Sixty and, between R. W. Kerr and Sussie 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 Harry Hubbard, of Muskogee, Indian Territory, 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 twenty five (\$25.00) dollars, as is evidenced by two principal notes of even date herewith, becoming due as follows, to-wit: One note for Twelve & 50/100 Dollars, due November First, 1902. One note for Twelve & 50/100 Dollars, due November First, 1908. Said notes draw interest at the rate of six per cent per annum after maturity, and are payable to said third party or bearer, at the office of Holmes & Hubbard, Muskogee, Indian Territory. 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, for ever, 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 Nineteen (19). This deed of trust is made subject to a deed of trust of even date herewith for \$500.00 given by said first party in favor of The Alliance Trust Company, Limited, Dundee, Scotland.

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 encumbrances, 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 unto said second party all rights of homestead, dower, 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, 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 or factories 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 therefor, 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.

Fourth. To pay all taxes which are due or which hereafter may become liens on said real estate, or which may be assessed in the Indian Territory against the said second or third parties or their assigns, or their deed of trust or the