

Culver Killebrew, Jr., and Wife,

to

Indian Territory Mortgage.

Grant R. McCullough,

This Indenture made this 22th. day of November, A.D. 1906, between Culver Killebrew Jr., of Tulsa, Indian Territory, party of the first part, and Florence E. Killebrew his wife, and Grant R. McCullough of Tulsa Indian Territory party of the second part.

Witnesseth: That, whereas, the said Culver Killebrew Jr. party of the first part is justly indebted to the said Grant R. McCullough, party of the second part in the principal sum of Sixteen Hundred and fifty (\$1650.00) Dollars, with interest at the rate of six per cent, per annum, which said indebtedness is evidenced by their two certain promissory notes of even date herewith, to-wit:

One note due December 1st, 1911, for \$1500.00 One note due December 1st 1908, for \$150.00.

Now, therefore, the said Culver Killebrew Jr., party of the first part, and Florence E. Killebrew his wife, for the better securing the payment of the said indebtedness, with interest thereon according to the tenor and effect of said notes above mentioned, do hereby give, grant, bargain, sell, convey, demise and quit claim unto the said Grant R. McCullough party of the second part, and his heirs, forever the following described real estate, to-wit: The East half of the North West quarter and the South West quarter of the North West quarter of Section thirteen (13) in Township Nineteen (19) North, of Range Thirteen (13) East of the Indian Meridian and containing 120 acres more or less, with all the improvements thereon at the present time, or that hereafter may be placed thereon together with all the privileges and appurtenances thereto belonging.

To Have and To Hold the aforementioned premises to the said Grant R. McCullough and his heirs, in fee simple forever, and the said Culver Killebrew Jr., the party of the first part, hereby covenants, for himself, his heirs, executors, administrators and assigns, with the said Grant R. McCullough his heirs, executors, administrators and assigns, that he, the said Culver Killebrew Jr., the party of the first part, is lawfully seized in fee of the aforementioned premises; that they are free from all incumbrances; that he has a good right to sell and convey the same to the said Grant R. McCullough party of the second part, as aforesaid, and that he, the said Culver Killebrew Jr. party of the first part, and his heirs, executors, administrators and assigns will warrant the quiet enjoyment of the said aforementioned premises to the said Grant R. McCullough, the party of the second part, his heirs, executors, administrators and assigns, and will forever defend the said aforementioned premises against the lawful claims and demands of all persons, and for the consideration aforesaid, and for diverse other good and valuable considerations, the receipt of which is hereby acknowledged, Florence E. Killebrew, wife of the said Culver Killebrew Jr. party of the first part, do hereby release and quit claim unto the said Grant R. McCullough party of the second part, his heirs, executors, administrators and assigns, all my right, claim or possibility of law in and out of the aforementioned premises.

The said Culver Killebrew Jr. party of the first part, his heirs, executors, administrators and assigns, further covenants and warrants unto the said Grant R. McCullough party of the second part his heirs, executors, administrators and assigns, that he, the said party of the first part, will pay all taxes and assessments against said land when the same are due each year, and will not commit or permit any waste upon said premises; and that the buildings and other improvements thereon shall be kept in good repair, and shall not be destroyed or removed without the consent of the said second party.