

CO. RED

MORTGAGE.

Waddie Mc Coy, and Carry Mc Coy, his wife

TO

Harry Hibbard

OKLAHOMA.

This indenture, made this first day of June Nineteen Hundred and eight, by and between, Waddie Mc Coy, and Carry Mc Coy, his wife of the County of Tulsa, State of Oklahoma, hereinafter called the party of the first part, and Harry Hibbard, of Muskogee, Oklahoma, hereinafter called the party of the second part, witnesseth:

THAT WHEREAS, The said party of the first part is justly indebted unto the said party of the second part in the sum of One Hundred and Sixty Dollars, as evidenced by ten principal notes of even date herewith, becoming due as follows, to-wit:

One note for Sixteen dollars, due on the first day of June and December in each year from December ^{first} 1908 to June first 1913 inclusive. Said notes draw interest at the rate of eight per cent, per annum after maturity, and are payable to said second party, or bearer at the office of Holmes & Hibbard, Muskogee, Oklahoma.

NOW THEREFORE, The said ^{first} party in consideration of the premises and for the purpose of securing the indebtedness aforesaid, does hereby Grant, Bargain, Sell and convey unto said party, his heirs and assigns forever the following described lands and premises, situate in the County of Tulsa, State of Oklahoma, to-wit:-

The South-east Quarter of North-west Quarter and South Half of North Half of South-west Quarter of North-west Quarter and South Half of South-west Quarter of North-west Quarter and East Half of East Half of North-east Quarter of North-west Quarter, (Section Twenty Two (22) Township Twenty (20) range Thirteen (13)

This mortgage is made subject to a mortgage of even date herewith for \$ 800.00 given by said first party in favor of R.E. Holmes & Sons, Winsted, Connecticut.

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereto belonging, unto the said second party, his heirs and assigns, 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 his heirs and assigns, against the lawful claims of all persons, and the said first party hereby expressly releases, relinquishes, waives and conveys to said second party all benefits of stay laws, and rights of homestead, appraisalment, redemption, or dower in said premises. This conveyance is made, however, for the following purposes:

The said first party hereby covenants and agrees with the said second party 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 or 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:-

FOURTH:- To pay all taxes which are due or which hereafter may become liens on said real estate, when by law the same are made payable, and all taxes which may be assessed in Oklahoma against the said second party or assigns on this mortgage or the notes secured hereby. In case said first party shall fail or neglect to provide such insurance or pay said taxes, the said second party and assigns as aforesaid may do so and this mortgage shall stand security for any amounts so expended by said second party, with interest at the rate of eight per cent, per annum.

NOW, if the covenants aforesaid shall be well and truly kept by the said first party, then the property hereinbefore conveyed shall be released at the cost of the said first party, but if said party or assigns fail to pay either principal or interest, when the same becomes due; (or any notes given as evidence of interest on any ~~extension~~ extension of time of payment of the debt herein secured when the same shall be due) or shall permit or suffer waste to be done upon said premises; or fail to comply with any of the foregoing covenants or agreements, the whole sum of money herein secured, with accrued interest, shall become due and payable at the option of the said second party and assigns as aforesaid, without notice, and this mortgage may be foreclosed at once for the whole of said money, accrued interest and costs, including a reasonable attorney fee, to become due upon institution of any suit for foreclosure, and to be secured by this mortgage and included in any decree of foreclosure rendered thereon, and said second party or any legal holder of said indebtedness shall at once be entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof, and the occupants of said mortgaged real estate shall pay rent to the second party and assigns as aforesaid only, or said second party or assigns shall be entitled as a matter of right to the appointment of a receiver to take possession of said premises and apply the net rents and profits thereof to said debt, interest and costs.