

Mortgage

OKLAHOMA

THIS INDENTURE , Made this 27th day of July ~~1908~~ Nineteen Hundred and eight by and between ~~E.E.~~ Benefield, and Edna Benefield his wife formerly Edna Roberts 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 party of the second part in the sum of One Hundred Sixty Dollars as is evidenced by ^{five} principal notes of even date herewith , becoming due as follows , to-wit

One note for Sixteen Dollars Due , Due on the first day of February and August in each year from February first 1909 to August 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 add for the purpose of securing the indebtedness aforesaid does hereby grant, bargain, sell and convey unto the said said party , his heirs and assigns, forever, the following described land and premises, situate in the County of Tulsa , State of Oklahoma, to-wit

The west half of the North-west quarter of Section Two (2) Township Twenty-one (21) 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 encumbrances 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 :- To keep the buildings now or hereafter erected on said lands constantly insured in some company satisfactory to said second party or assigns, the holders of said indebtedness for the insurable value thereof, and the policies assigned and pledged and delivered to said second party and assigns as aforesaid, with full power to demand, receive and collect all moneys becoming payable thereupon, and apply the same toward the payment of said indebtedness, and this mortgage shall be a lien upon all insurance