

COMPARED

-: M O R T G A G E :-

Oklahoma

THIS INDENTURE, made this 17th day of September Nineteen Hundred and Eight by and between Elmer M. Lowe, and Mol lie E. Lowe, his wife of the County of Creek, 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 Eighty Dollars as is evidenced by Ten principal notes of even date herewith, becoming due as follows, to-wit: One note of Eighteen Dollars due on the first day of April and October in each year from the first day of April 1909 to the first of October 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 the said second party, his heirs and assigns, forever the following described lands and premises, situate in the county of Tulsa, State of Oklahoma to-wit: The North Half of Southwest Quarter and Southeast Quarter of Southwest Quarter Section Fourteen (14) Township Nineteen (19) Range Thirteen (13) .

This mortgage is made subject to a mortgage of even date herewith for \$1800.00 given by said first party in favor of The Alliance Trust company Ltd., Dundee, Scotland,

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, appraisement, 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 land 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 the full power to demand,