

242588 C.J.

CUSTARD

THIS INDENTURE, Made this 18th day of October, in the year of our Lord, one thousand nine hundred and twenty three by and between Rosevelt Rentie, enrolled as a Creek Freedman, New Born, roll number 47 Gertrude Rentie, his wife, of the County of Okmulgee, State of Oklahoma, hereinafter called the first party, and M. J. Richardson & Co., a partnership firm composed of M. J. Richardson and R. E. Richardson of Okmulgee, Oklahoma, hereinafter called the second party, 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 Fifteen Hundred and No/100 DOLLARS, as is evidenced by two principal notes of even date herewith, becoming due as follows, to-wit:

One note for One Thousand and No/100 Dollars, due November First, 1930;

One note for Five Hundred and No/100 Dollars, due November First, 1930;

with interest from date at the rate of six per cent per annum, payable ---- annually on the first day of November in each year as specified by interest coupons, Said notes and coupons draw interest at the rate of ten per cent per annum after maturity, and are payable to said second party, or order, at the office of M. J. Richardson & Co., at Okmulgee, Oklahoma, in U. S. Gold Coin of present standard weight, value and fineness, and which with this mortgage are Oklahoma contracts and are to be governed by the laws of 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, their heirs and assigns, forever, the following described lands and premises, situated in the County of Tulsa and Okmulgee, State of Oklahoma, to-wit: All of the East Half of the Southeast Quarter and the East Half of the Southeast quarter of the Northeast quarter of Section 18 and the  $\frac{1}{2}$  of the Southwest quarter of the Northwest Quarter of Section 17, Township 16 North, Range 14 East, and the West Half of the West Half of the Southwest Quarter of Section 3, Township 15 North, Range 14 East, being 160 acres, more or less, according to the United States Survey thereof

TO HAVE AND TO HOLD the same, together with all the rights, privileges and appurtenances thereto, belonging, unto the said second party, their heirs and assigns, and the said first party hereby COVENANTS that the 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, their heirs and assigns, against the lawful claims of all persons, and the first party hereby expressly releases, relinquishes, waives and conveys to said second party all benefits of stay laws and rights of homestead, redemption, or dower in said premises, and waives appraisalment. 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 perfect repair and condition, of which the said second party shall be the sole judge; 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.

And it is further expressly agreed, that whenever second party, or assigns, shall deem any repairs necessary to prevent said buildings now erected or that may be erected upon said premises, or other improvements now existing or that may in the future become a part of the security herein, from deteriorating in value, first party will make such repairs in accordance with the instructions or recommendations of said second party, and if said first