

P. D. 127
P. L.
C. L.
C. D.
C. I.

This Indenture Made this First day of October, A. D. 1907, between Ben Burgess of Osage, Indian Territory, party of the first part, and Lyddie C. Burgess his wife, and Grant R. McCullough of Osage, Indian Territory party of the second part,

WITNESSETH: That, whereas, the said Ben Burgess 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, fifty and no/100 (\$ 1650.00) Dollars, with interest at the rate of six per cent. per annum, which said indebtedness is evidenced by his wife certain promissory note of even date herewith, to-wit:

One note due October 1st 1912, for \$ 1650.00, and five notes due October 1st 1908, 1909, 1910, 1911, and 1912, respectively, for \$ 499.00 each, representing the annual interest on said principal note.

NOW, THEREFORE, the said Ben Burgess party of the first part, and Lyddie C. Burgess his wife, for the better securing the payment of the said indebtedness, with interest thereon according to the tenor and effect of said note and, 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 South west quarter, and Lot seven (7) of Section six (6) in Township Eighteen (18) North; of Range Fourteen (14) East of the Indian Base and Meridian, containing 117.25 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 aforegranted premises to the said Grant R. McCullough and his heirs, in fee simple forever; and the said Ben Burgess 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 Ben Burgess the party of the first part, is lawfully seized in fee of the aforegranted 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 Ben Burgess party of the first part, and his heirs, executors, administrators and assigns will warrant the quiet enjoyment of the said aforegranted 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 aforegranted premises against the lawful claims and demands of all persons; and for the consideration aforesaid, and for divers other good and valuable considerations, the receipt of which is hereby acknowledged, I, Lyddie C. Burgess wife of the said Ben Burgess 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 dower in and out of the aforementioned premises.

The said Ben Burgess 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, and shall be kept insured for the benefit of the said second party, his heirs, executors, administrators and assigns, against loss by fire, lightning or tornado for not less than Dollars, in form and companies satisfactory to said second party and that all policies and renewal receipts shall be delivered to said second party. If the title to the said premises be transferred, the said second party is authorized, as agent of the first party, to assign the said insurance to the grantee of the title.

IT IS FURTHER AGREED AND UNDERSTOOD That the said second party may pay any taxes or assessments levied against said premises, or any other sum necessary to protect the rights of said party or his assigns, including insurance upon buildings, and have and recover the same from the first party, with eight per cent. interest and that every such payment shall become a debt, due in addition to the indebtedness aforesaid and shall be secured by this instrument, or any lien created thereby.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that, if the said Ben Burgess party of the first part, his heirs, executors, administrators or assigns, shall well and truly pay, or cause to be paid to the said Grant R. McCullough party of the second part, his heirs, executors, administrators or assigns the aforesaid sum of money, with interest thereon according to the tenor of said note and, then this instrument shall be void, otherwise to remain in full force and virtue.

AND IT IS FURTHER AGREED, That, if the party of the first part shall fail to pay the sum of money aforesaid, according to the tenor of the aforementioned note or fail to pay, when due, any sum, interest or principal secured hereby, or any tax or assessment herein mentioned, or upon a breach of any warranty herein contained, or upon failure to comply with any of the requirements herein, or upon any waste upon said premises, or any removal or destruction of any building or improvement thereon, without the consent of the said second party, the whole sum secured hereby shall, at once, and without notice, become due and payable at the option of the holder hereof, and shall bear interest thereafter at the rate of six per cent. per annum, and the said party of the second part, or his executors, administrators or assigns, shall become at once entitled to a foreclosure of this mortgage, and to have the said premises sold and proceeds applied to the payment of the sum secured hereby, and that immediately upon the filing of any petition in foreclosure, the holder hereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall, in no case, be held to account for any rental or damage, other than for rent, actually received, and the appraisalment of said premises is hereby expressly waived.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on this, the day and year first above written.

L. M. Bone
L. M. Brown

Ben Burgess (L. S.)
Lyddie C. Burgess (L. S.)

UNITED STATES OF AMERICA, } ss.
Indian Territory, Western District, }

ACKNOWLEDGMENT.

BE IT REMEMBERED, That on this day personally appeared before me, the undersigned, a duly commissioned and acting Notary Public within and for the Western District of the Indian Territory aforesaid Ben Burgess to me personally well known to be the identical person whose name is signed as Grantor in the foregoing instrument (who, being unknown to me, was proven to my satisfaction to be the identical person whose name is signed to the foregoing instrument as Grantor, by the oath of Lyddie C. Burgess and Grant R. McCullough witnesses, sworn and examined by me as to such identity), and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

AND ON THE SAME DAY, voluntarily appeared before me, the said Lyddie C. Burgess to me well known to be the wife of the said Ben Burgess and in the absence of her said husband, declared that she had, of her own free will, executed said instrument and signed and sealed the relinquishment of dower and homestead in said instrument for the consideration and purposes therein contained and set forth, without compulsion or undue influence of her said husband.

WITNESS MY HAND AND SEAL as such Notary Public on this second day of October, 1907.

Western Dist. S. T.

My commission expires Aug 24, 1911

L. M. Bone

Notary Public.

Filed for Record Oct 3

1907 at 10 o'clock A M.

Olis Lorton

Deputy Clerk and Ex-Officio Recorder.