

P. M.
 P. L.
 C. L.
 C. D.
 C. I.

George Campbell and Wife

to

Mortgage Deed.

J. H. Mc Birney.

Know All Men By These Presents: That I George Campbell and Bettie Campbell his wife, of Tulsa in Western District of Ind. Terr. for and in consideration of the sum of Four hundred Dollars, to us in hand paid by J. H. Mc Birney of Tulsa Ind. Terr. the receipt whereof is hereby acknowledged, have granted, bargained and sold, and do hereby grant, bargain, sell and convey unto the said J. H. Mc Birney and unto his heirs and assigns, the following described real estate situated in Tulsa Ind. Terr. A flat of ground 40 x 140 feet off the South end of Lots (1) & (2) in block (127) and more particularly described as follows beginning at a point on the southerly corner of lot one (1) thence in a northerly direction 40 feet parallel with Houston Street thence in a westerly direction and parallel with 3rd Street 140 feet thence in a southerly direction 40 feet to an alley thence East with alley to front of beginning this includes a one-half interest in a well in said lots, according to official survey & plat of Tulsa D.T. To have and to hold the same unto the said J. H. Mc Birney and unto his heirs and assigns forever, with all the privileges and appurtenances thereto belonging.

And We, the said George Campbell & Bettie Campbell his wife for ourselves and our heirs, executors, administrators and assigns, covenant with the said J. H. Mc Birney his heirs and assigns, that we are lawfully seized in fee of the foregoing premises; that they are free from all incumbrances; that we have good right to sell and convey the same to the said J. H. Mc Birney as aforesaid; and that we will and our heirs, executors and administrators, shall forever warrant and defend the title to said real estate against all lawful claims and demands, whatever.

And I, the said Bettie Campbell wife of the said George Campbell for and in consideration of the said sum of money, do hereby release and quit claim, transfer and relinquish, unto the said J. H. Mc Birney and his heirs and assigns, all my right or possibility of dower in or to said lands.

This foregoing conveyance is on conditions: That, whereas, the said George Campbell & wife Bettie Campbell are jointly indebted to the said J. H. Mc Birney in the sum of Four hundred Dollars, for borrowed money, evidenced by a note of even date her Dec. 30-1906 bearing 8% after maturity

Now if the said George Campbell or Bettie Campbell shall pay or cause said note to be paid, with interest, according to the tenor and effect thereof, then this instrument to be null and void; otherwise to remain in full force and effect.

And it is hereby further stipulated that during the continuance of this instrument in force, the said George Campbell or Bettie Campbell shall at all times keep all taxes fully paid, as required by law, and shall keep the buildings on said premises insured against loss or damage by fire and tornado in the sum of not less than \$400.00; loss, if any, payable to the said J. H. Mc Birney or his interest may appear.

And it is further hereby agreed, that in case the said George Campbell or Bettie Campbell shall make default in payment of taxes or of keeping said building insured as aforesaid, then the said J. H. Mc Birney or his legal representative, may pay such taxes, and effect such insurance, and the amount necessarily expended therefor, with interest at 8 per cent. per annum from the date of such expenditure until repaid shall be considered a sum, the repayment of which is intended to be hereby secured. And we hereby waive all rights of offsetment or redemption to which we are entitled under the Acts of the Legislature, approved March 17, 1879 and March 17, 1883, respectively.