SPECIAL REAL ESTATE MORTGAGE.

FROM	STATE OF OKLAHOMA, } ss.
	Tulsa County.
TO	This instrument was filed for record in my office on the *17* day of *June* A. D. 19*09* at *4* o'clock *P* M., and duly recorded in Vol. of at page
	By *(Seal)* *H. C. Walkley* Register of Deeds. Deputy.
	Fees, $

This Indenture, Made this *16th* day of *June* in the year of our Lord One Thousand Nine Hundred and *8 nine)* by and between *George Campbell & wife Bettie Campbell* of the County of *Tulsa* and State of Oklahoma, part *ies* of the first part and *J. H. McBirney* part *y* of the second part.

WITNESSETH, That the said part *ies* of the first part, for and in consideration of the sum of *Eleven Hundred* Dollars, to *them* in hand paid, by the said part *y* of the second part, the receipt whereof is hereby acknowledged, ha *ve* granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto said part *y* of the second part, and to *his* heirs and assigns, forever, all of the following described tract piece or parcel of land lying and situate in the County of *Tulsa* and State of Oklahoma, to-wit:

a piece of ground 40 x 140 ft off of the south end of lots one and eleven, Block #427 and more particularly described as follows: Beginning at a point on the southeasterly corner of said lot one, thence running in a northerly direction and parallel to Houston ave., a distance of forty feet, thence in a westerly direction and parallel to third street a distance of 140 feet; thence in a southerly direction and parallel to Houston ave. a distance of 40 feet, thence in an easterly direction parallel with the alley a distance of 140 feet to a point of beginning, including one half interest in and to a well on said lots all in the town of Tulsa, Oklahoma according to the government survey thereof, also lot thirteen (13) in block two (2) in Bellview addition to Tulsa.

TO HAVE AND TO HOLD THE SAME, With all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said part *y* of the second part and to *his* heirs and assigns forever. And the said part *ies* of the first part do hereby covenant and agree that at the delivery hereof *they are* the lawful owner *s* of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and that *they* will warrant and defend the same in the quiet and peaceable possession of said *J. H. McBirney* the second part *his* heirs and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions to-wit:

FIRST: Said *George Campbell & wife Bettie Campbell, are* justly indebted unto the said part *y* of the second part in the principal sum of *eleven hundred* Dollars, in gold coin of the United States of the present standard of weight and fineness, being for a loan thereof made by the said part *y* of the second part, to the said *parties of the first part* and payable according to the tenor and effect of *a* certain negotiable promissory note *s* executed and delivered by the said *J. H. McBirney of the first part* bearing date *June 16* 192*9* payable the order of said *J. H. McBirney* *90 days* after date, at *Tulsa Okla* with interest thereon from *date until* maturity, at the rate of *10* per cent per annum, payable semi-annually on the per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note and of even date therewith and payable to the order of said at

SECOND: Said part *ies* of the first part agree to pay all taxes and assessments on said lands and premises when the same are due, and to keep all buildings and improvements on said land insured in some responsible fire insurance company, to the satisfaction of the holder hereof in the sum of *One thousand* Dollars, the policy to be made payable to the holder hereof, as additional security to this loan and if the taxes or insurance premiums are not paid when due, by the part *ies* of the first part, the holder hereof may pay the same, and this mortgage shall be security also for such payments, with interest thereon at the rate of 12 per cent per annum and the first part *ies* assume all responsibility of proofs and care and expense of collecting said insurance if loss occurs.

THIRD: The said part *ies* of the first part agree to keep all buildings, fences and improvements on said land in as good repair as they now are, and n commit or allow any waste on said premises.

FOURTH: In case of default in any of the covenants hereof, the rents and profits of the said premises are pledged to the holder hereof as additional collateral security for the payment of the moneys herein mentioned, and the holder is entitled to the possession thereof by receiver or otherwise.

FIFTH: Said part *ies* of the first part agree that if the maker of said note shall fail to pay the principal or interest of said note or any part the the same become due or any of the taxes, assessments or insurance premiums, as they become due or to comply with any of the foregoing covenants, the whole sum of mon hereby secured shall at the option of the holder hereof become due and payable at once, and without notice.

The said part *ies* of the first part, shall pay all expenses of collecting the insurance and in the event action is brought to foreclose this mortgage or recover on insurance policy, a reasonable attorney's fee of not less than *twenty five* Dollars shall be added, which this mortgage also secures And that the said part *ies* of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate and all benefit of the homestead exemption and stay laws of the State of Oklahoma.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said part *ies* of the first part *have* hereunto subscribed *their* name *s* and affixed seal on the day and year first above mentioned.

Executed and delivered in the presence of

George Campbell
Bettie Campbell

STATE OF OKLAHOMA, } ss.
Tulsa County.

Before me, *a Notary Public* in and for said County and State, on this *17* day of *June* 192*9* personally appeared *George Campbell* and *Bettie Campbell* to me known to be the identical person *s* who executed the within and foregoing instrument, and acknowledged to me that *they* executed the same as *their* free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires *June 17* 1910. (Seal)

Sam'l Dn McBirney
Notary Public