

KODAK SAFETY

ORIGINAL 6417

365

MORTGAGE OF REAL PROPERTY.

P.D. 134
S.E. 1/4
C. 1

THIS INDENTURE, Made this 13th day of September, D. 1907, between Carl B. Campbell of Tulsa Indian Territory and Lucy T. Campbell his wife, and John O. Mitchell of Tulsa Indian Territory witnesseth, that

WHEREAS, the said Carl B. Campbell is justly indebted to the said John O. Mitchell in the sum of Two Hundred Five & 60/100 DOLLARS. (\$ 205.60) which is evidence by one certain promissory note of even date herewith, to-wit:

One note due December 13, 1907, for \$ 205.60; one note due 190, for \$ 190; and one note due 190, for \$ 190.

NOW, THEREFORE, the said Carl B. Campbell and Lucy T. Campbell his wife, for the better securing the payment of the money aforesaid, with interest thereon according to the tenor and effect of said note above mentioned, do hereby grant, bargain, sell and convey unto the said John O. Mitchell his heirs and assigns forever, the following described real estate, to-wit:

All of Lot no six (6) in Block no fifteen (15) in the City of Tulsa, Western Judicial District, Indian Territory according to the amended plat of said block 15, filed in the office of the Clerk of the U. S. Court at Sapulpa, Oklahoma on the 25th day of February, 1906, the intention being for this instrument to operate as a second mortgage on above described premises

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 above granted, bargained, and described premises unto the said John O. Mitchell his heirs and assigns unto his own proper use, benefit and behoof forever.

AND WHEREAS, For the further security of said indebtedness, the said Carl B. Campbell and Lucy T. Campbell do hereby covenant and agree with the said John O. Mitchell to keep the improvements on the said property at all times in a state of good repair and constantly insured for the benefit of the said John O. Mitchell his heirs and assigns in one or more insurance companies satisfactory to the said John O. Mitchell against fire, lightning or tornadoes. Should the said Carl B. Campbell or Lucy T. Campbell make default in the performance of any of these stipulations, the said John O. Mitchell may immediately perform and discharge the same, and all accounts so expended by the said John O. Mitchell shall become a debt due in addition to the indebtedness aforesaid, and secured in like manner by this mortgage, and shall bear interest from the time of the payment thereof at the rate of eight per cent per annum payable on demand.

And for the consideration aforesaid, and for divers other good and valuable considerations, I, Lucy T. Campbell wife of said Carl B. Campbell do hereby release and quit-claim unto the said John O. Mitchell his heirs and assigns, all my right, claim or possibility of dower in and out of the aforesaid premises.

CONDITIONED, However, that if the said Carl B. Campbell and Lucy T. Campbell heirs, executors, or administrators, shall well and truly pay or cause to be paid to the said John O. Mitchell his heirs, executors, or administrators, the aforesaid sum of money, with interest thereon, according to the tenor of said note, then this instrument shall be void otherwise to remain in full force and effect.

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

Carl B. Campbell (L.S.)
Lucy T. Campbell (L.S.)

UNITED STATES OF AMERICA,
WESTERN DISTRICT,
INDIAN TERRITORY

BE IT REMEMBERED: That on this day came before me, the undersigned, a Notary Public within and for the Western District of Indian Territory aforesaid, duly commissioned and acting Carl B. Campbell to me known as the mortgagor, in the foregoing instrument, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And on the same day voluntarily appeared before me, the said Lucy T. Campbell wife of said Carl B. Campbell to me well known, and in the absence of her said husband declared that she had, of her own free will, executed said deed and signed and sealed the relinquishment of dower and homestead in said mortgage 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 on this 13th day of September, 1907.
[SEAL] Tulsa Indian Territory W.D. Abbott Notary Public.
My commission expires Dec 17, 1908.

Filed for record Sept 14, 1907, at 10¹⁵ o'clock a.m. Oliver Lorton
Dyck
Ex-officio Rec