

of way, across the above described lands, and.

Whereas, the above named grantor Wallace Campbell, has of even date herewith, by warranty deed, conveyed the above described land, to Virginia Light for a consideration of Twenty four Thousand (\$24000.) dollars, to be paid Six Thousand (\$6,000) Dollars, cash, the balance of Eighteen Thousand (\$18000) Dollars, secured by a first mortgage, with interest at the rate of six (6%) per cent per annum, payable on or before ten (10) years from date, with a release clause as to lots, and

WHEREAS, there appears upon the records of Tulsa County, Oklahoma, Creek County Oklahoma, Muskogee County, Oklahoma, and the Indian Agency, of Muskogee, Oklahoma, the above described contracts, leases, deeds and other instruments, purporting to convey in whole or in part, some right, title or interest, in and to the above described land, and which appear of record as a cloud against the title of said land, and

WHEREAS, it is the intention and purpose of the said Wallace Campbell, to convey said land to the said Virginia Light, by fee title, absolutely free and clear of all restrictions, right, claims, liens, clouds, encumbrances, of every kind and nature, and the said Wallace Campbell, hereby covenants and warrants, and agrees that in addition to the warranty deed of conveyance, he will take such steps, procure such records, obtain such deeds or other instrument, take such legal action in the Courts, or otherwise, as may be necessary to make full, complete and perfect title to said lands, in the above named, Virginia Light, and

WHEREAS, the said Wallace Campbell, covenants and warrants, and by this bond agrees, for himself, his heirs, executors and administrators, to save and protect, the said Virginia Light, against any and all damage, or expense, in the perfecting of the title to the above described land, as provided in the said warranty deed, and in the recitals herein contained, and

WHEREAS, one certain colored man, name unknown and family, are living upon said land, without having any right, title or interest therein, that appears of record, but in view of said colored man and family, being in possession of said property, the said Wallace Campbell, and his surety P. J. Hurley, hereby covenant and agree that they will give immediate possession of said land to the grantee herein named, and bear all expense incident to giving such possession to grantee.

NOW THEREFORE, the condition of this bond is such that if the said Wallace Campbell and P. J. Hurley, their heirs, executors, administrators and assigns, shall forever defend, and protect the said Virginia Light, her heirs, executors, administrators, grantees and assigns, from any right, title or interest, or claim of right, title or interest, in or to the above described land, by the said Arkansas Valley Oil & Gas Company, Osage & Oklahoma Company, Union Trust Company of Pittsburg, the Peoples Gas Company, Riverside Oil & Gas Company, (a corporation) and colored man, name unknown, or either of them, their successors or assigns, or any other person or persons, co-partnership or corporation, claiming to have any right, title or interest, in and to the above described land, and shall forever protect and defend the said Virginia Light, her heirs and assigns, against each, any and all of said parties herein named, then this obligation shall be null and void, otherwise to be in full force and effect.

It is a further condition of this bond that there appears of record in Tulsa County, Oklahoma, Book 52, page 221, bearing date of February 6, 1909, recorded April 1, 1909, one certain right of way contract from James Nail, to Texas Company, a corporation, of Texas, purporting to deed a right of way across the above described lands, and