

cancel the same might be sustained in the courts of this State; that the said real estate is situate in the County of Tulsa, State of Oklahoma, and described as follows; to-wit:

South one half (S $\frac{1}{2}$) of lot one (1) in Block nineteen (19) of North Tulsa addition to the City of Tulsa, according to the recorded plat thereof.

Affiant further states that the said defendant, Nellie G. Elliott, is the owner and holder of the fee simple title in and to the following described real estate, situate in the County of Tulsa, State of Oklahoma, to-wit:

Lot one (1) and the north one half (N $\frac{1}{2}$) of lot two (2) and lot twelve (12) in Block twentyfour (24) of College addition to the City of Tulsa, according to the recorded plat thereof.

Notice is hereby givento the public and all persons now interested or who may become interested in said real estate last above described, that any transfer of title or additional incumbrance on said real estate for the purpose of hindering or delaying creditors or for the purpose of defeating any judgement which may hereafter be obtained against the said Nellie G. Elliott in said suit, will be fraudulent and subject to being set aside by Decree of Court Further affiant sayeth not.

Chas. W. Wortman, Attorney for
Mary Gallais and Blanche Gallais Barry.

Subscribed and sworn to by the said Chas. W. Wortman, before me, a Notary public within and for said County and State, this 2nd day of October, 1922.

My commission expires Jan 27, 1924 (SEAL) Margie McCutcheon, Notary Public.
Filed for record in Tulsa County, Okla. on Oct. 3, 1922, at 9:30 A.M. and duly recorded in book 428 - page 311, By F. Delman, Deputy. (SEAL) O. D. Lawson, County Clerk.

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COMPARED

MORTGAGE

This indenture, made and entered into this 2nd day of October, 1922, between *Murry* Tom Miller and Beula E. Murry of Tulsa, County, in the State of Oklahoma, party of the first part, and Morvin Thomas, -- County, State of Oklahoma, part- of the second part.

WITNESSETH: That said parties of the first part, in considerations of the sum of One Thousand and no/100 dollars (\$1,000.00) the receipt where of is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part his successors and assigns, all the following described real estate, lying, situate and being in the county of Tulsa, State of Oklahoma, ti-wit:

Lot eighteen (18) in Block six (6) Ridgewood addition to the City of Tulsa, Oklahoma, according to the recorded plat thereof,

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any wise appertaining forever.

This conveyance, however, is intended as a mortgage to secure the payment of one promissory note in writing this day executed and delivered to said second party by first parties, on e for (\$1,000.00) due January 2, 1923, all payable at The Exchange National Bank of Tulsa, Tulsa County, State of Oklahoma, with interest from date, at the rate of 8 per cent per annum, payable at maturity and all providing for the payment of ten dollars and ten per cent additional, as attorney's fees, in case the same be collected by legal proceedings or be placed in the hands of an attorney for collection.

Said first parties hereby covenant that they are the owners in fee simple of said premises and that the same are free and clear of all encumbrances. That they