## 214027 - BH

÷.

.t.

212

## AFFIDAVIT.

State of Oklahoma SS Tulsa Qounty SS L. N. Ewing, of lawful age, being first dult sworn on oath, states that he is personally well acquainted with Harry Montague, who owns lots numbered 2 and 5, Block 2, Korthmorehand Addition to the City of Tulsa, Oklahoma, and that affiant knows of his own personal knowledge that neither of said lots is the homestead or any part thereof of the said Harry Montague; that said Harry Montague owns and resides with his family upon the following described real estate in the City of Tulsa, Oklahoma, to-wit:

> Lots eighteen (18) and nineteen (19) in Block three (3) in Northmoreland addition to the City of Tulsa, Tulsa County, Oklahoma according to the recorded plat thereof. Address being 315 Bast Oklahoma Stre t.

## L. N. Ewing.

ALL REPARTS

Subscribed and swarn to before me this 16th day of November, 1922. My commission expires Aug 14, 1926. (SEAL) C. W. Allen, Notary Fublic. Filed for record in Tulsa County,Okla. on Nov. 16, 1922, at 4:45 P.M. and duly recorded in book 431, page 212, by F. Delman, Deputy. (SEAL) O.D.Lawson, County Clerk. 214034 - BH

## MORTGAGE.

This indenture, made this 7th day of Sept. in the year of our Lord one thousand nine hundred and twenty-two between W.L. Elam and Edith M.Elam, of the County of Li ncoln, and State of Colorado, party of the first part, and J. C. Ready, of the County of Lincoln, and State of Colorado, party of the second part, witnesseth:

That the said parties of the first part, for and in consideration of the sum of seven hundred fifty no/100 dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convet unto the said party of the second part his heirs and assigns, the following described real estate, situate in the County of Tulsa, and State of Oklahoma, to-wit:

To the town of Broken Arrow, Oklahoma, also lots fifteen, sixteen and Move seventeen, in Block ten, original town of Broken Arrow, Oklahoma, Logather with all improvements thereon and the appurtenances thereunto belonging there to.

To have and to hold the above described premises, together with all and singular the appurtenances and privileges thereunto belonging, unto the said party of the second part, his heirs, executors, administrators and assigns, forever.

Provided always, and these presents are upon this express condition, that if the said parties of the first part, their heirs, executors or administrators shall pay or cause to be paid to the said part his executors, administrators or assigns, the sum of Seven hundred fifty no/100 dollars, according to the terms, tenor and affect of promissory hote for the principal sum of seven hundred fifty no/100 dollars, bearing even date herewith, made and delivered by the said parties of the first part, and payable to the order of the said party of the second part one year after the date thereof, together with interest thereon at the rate of ten per cent, per annum, from the date thereof until paid, interest payable semi-annually.

And provided further, that if the said parties of the first part, thar heirs.