

222649 C. J.

AFFIDAVIT

COMPARED

F. S. Hurd, being first duly sworn, on oath deposes and says:

That he is the notary who, on the 4th day of April, 1903, took the acknowledgment of the Arkansas Valley Townsite Company, by Guy Bowman, President, to a deed in favor of T. A. Higgins, covering Lot 10 in Block 35 in the Creek Nation, Indian Territory, which said deed was recorded in Vol. D-1, on page 86, in the Western District of the Indian Territory, on April 7, 1903;

That he is also the notary who, on April 22, 1905, took the acknowledgment of T. S. Higgins and wife, Susie Higgins, to a deed in favor of J. F. Flippin, covering the said described Lot 10 in Block 35 in the town of Broken Arrow, Creek Nation, Indian Territory, which said deed was recorded in Vol. 20, on page 425, in the Western District of the Indian Territory, on May 1, 1905;

That he is well acquainted with the said T. S. Higgins, and was at the date of the execution of the deeds hereinbefore mentioned, and knows that he is the same person named as grantee in the deed from the said Arkansas Valley Townsite Company as the one named as grantor in deed in favor of the said J. F. Flippin.

further deponent sayeth not.

F. S. Hurd

SUBSCRIBED AND SWORN to, in the City of Broken Arrow, Oklahoma, this 8th day of February, 1923.

My Commission expires Aug. 28, 1924 (SEAL) Joseph C. Dowdy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Feb 23, 1923 at 4:20 o'clock P.M.
in Book 442, page 184

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

222653 C. J.

REAL ESTATE MORTGAGE

COMPARED

(Oklahoma)

In consideration of Eleven Thousand Eight Hundred and No/100 DOLLARS Benjamin F. Meier and Lona Meier, his wife of Tulsa County and State of Oklahoma, hereinafter called mortgagors, do hereby grant, bargain, sell, convey and mortgage unto THE MISSOURI JOINT STOCK LAND BANK OF Kansas City, Missouri, a corporation organized and existing under an Act of Congress of the United States of America, known as the Federal Farm Loan Act, with its principal office in Kansas City, Missouri, hereinafter called mortgagee, the following described real estate situated in Tulsa County, Oklahoma, to-wit:

North half of section Thirty-three (33), Township Nineteen (19),
Range Fourteen (14), containing Three Hundred Twenty (320) acres,
more or less.

To Have and to Hold the Same: With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining unto the said mortgagee, and to its successors and assigns forever, and said mortgagors hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible state of inheritance therein, free and clear of all liens and encumbrances whatsoever except as herein noted, and that they will warrant, and defend the same in the quiet and peaceable possession of said mortgagee, its successors and assigns forever, against the lawful claims and demands of all persons whatsoever.

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

That whereas said mortgagors are justly indebted unto said mortgagee in the