

trators, do hereby covenant, promise and agree to, and with said party of the second part, that at the execution and delivery of the contract of sale of the above described lot made by the parties of the first part, to party of the second part, dated and delivered the 1st day of October, 1919, providing for this deed, they were lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in, all and singular the above granted and described premises, with the appurtenances thereto, belonging, that the same were free, clear and discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances of whatsoever nature and kind, and that they will warrant and forever defend the same unto said party of the second part, his heirs and assigns, against said parties of the first part, their heirs and assigns, and all and every person or persons whomsoever, lawfully claiming or claim the same up to the date of said contract and parties of the first part further warrant and defend said lot unto the said party of the second part, his heirs and assigns against all grants, titles, charges, estates, judgments, assessments and encumbrances of whatsoever nature against said lots by reason of any act or default of parties of the first part.

In witness hereof, the said parties of the first part have hereunto set their hands the day and year first above written.

C. H. Overton,  
Annie Overton.

State of Oklahoma )  
Tulsa County ) SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 7th day of Sept. 1921, personally appeared C. H. Overton and Annie Overton, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

(SEAL) H. M. Price, Notary Public.

My commission expires Jan. 15th, 1925.

Filed for record in Tulsa County, Oklahoma, on Aug. 2, 1923, at 1:50 P.M. and duly recorded in book 467, page 110, By Brady Brown, Deputy,

(SEAL) O. C. Weaver, County Clerk.

237174 - BH COMPARED

#### MORTGAGE OF REAL ESTATE.

This indenture, made this 16th day of March, A.D. 1923, between Louis B. Rotto and Amelia Louise Rotto, (his wife) of the first part, and Mrs. H. A. Tompkins of Tulsa, County, in the State of Oklahoma, of the second part.

Witnesseth: That the said parties of the first part, in consideration of the sum of one hundred fifty and no/100 dollars, the receipt whereof is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, her heirs and assigns, all of the following described real estate situated in Tulsa County, and State of Oklahoma, to-wit:

Lot seven (7) in Block six (6) in Clinton addition to the  
City of Tulsa, Okla. as per the recorded plat thereof.

(This is a second mortgage).

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