

468

conveyance shall be void; otherwise to remain of full force and virtue.

Upon satisfaction of this mortgage the mortgagor agrees to accept from the mortgagee a duly executed release of same, have it recorded and pay the cost of recording.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

J. C. Baker, (Scroll Seal)

Olga Baker, (Scroll Seal)

STATE OF OKLAHOMA,)
County of) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of September, 1923, personally appeared J.C. Baker and Olga Baker, 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.

Witness my hand and official seal.
My commission expires Aug. 25th, 1927. (SEAL) Roy L. Ware, Notary Public.

Filed for record at Tulsa, Tulsa County, Oklahoma, Sept. 6, 1923, at 4; o'clock P. M. and recorded in book 468, page 275.

By Brady Brown, Deputy.

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

#239525 NS

A F F I D A V I T .

COMPARED

STATE OF OKLAHOMA,)
COUNTY OF TULSA,) SS.

Phil W. Davis, Jr. being duly sworn, deposes and says that he has and claims a lien, as attorney at law, in the sum of Five Hundred Dollars (\$500.00) together with interest on said amount at the rate of 10 per cent per annum from the 30th day of August, 1923, until this lien is satisfied and discharged by the payment of said amount, up on the following described real estate in Tulsa County, Oklahoma, to-wit;

Lots 23 and 24 of Block 38 of the Original Town of Skiatook, Oklahoma.

That said lien arose and exists by reason of the following facts; On the 23rd day of August, 1923, Zola O. Gilmore filed her petition in the District Court of Tulsa County, Oklahoma, in case No. 24,198 therein, against W. H. Gilmore, for a divorce, alimony, attorney's fees and suit money, and in said petition prayed that the property rights of the said Zola O. Gilmore in the said real estate be confirmed, and that the said real estate was involved in said action. That the said plaintiff was represented by deponent in said action, and that the words "Lien Claimed" were endorsed by deponent upon the petition therein; that on the 30th day of August, 1923, said action was settled by and between said parties; that in said settlement said defendant, W. H. Gilmore, executed to the said plaintiff, Zola O. Gilmore, his warranty deed to the aforesaid real estate, and that said warranty deed and the right and title of said plaintiff in said property was secured and confirmed by reason of the efforts and services of this deponent in said action; that the said parties in the terms of said settlement and controversy, agreed to pay this deponent the sum of \$500.00 together with interest thereon