

474 I further promise and swear to protect Leonard and Braniff against any claim whatsoever which S. E. Hoffman, and J. C. Birtell may have or claim in the future.

I further certify that I am making this affidavit for the purpose of inducing Leonard & Braniff to make me a loan on the above described property in amount of Fifteen Hundred Dollars (1500). Further affiant saith not;

Dated August 8- 1923;

J. C. Nihill

State of Oklahoma. County of Tulsa ss

Before me the undersigned Notary Public within and for said County and State, on this 8th, day of August, 1923, personally appeared J. C. Nihill to me known to be the identical person who executed the within and foregoing instrument, and he duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and seal of office hereto affixed within said County and State the day and year last above written.

My Commission expires July 13, 1927, (seal)

R. T. Leonard Notary Public,

Filed for Record in Tulsa, Tulsa County, Oklahoma, August 9th, 1923, at 4.20 O' Clock P.M. and Recorded in Book 474, Page 110.

By Brady Brown Deputy,

(seal)

O. G. Weaver County Clerk

#237728- EC COMPARED SHERIFF'S DEED;

KNOW ALL MEN BY THESE PRESENTS ; That, whereas, On the 2nd day of January 1923, in the District Court in and for Tulsa County, State of Oklahoma, at the November term of said court in a certain action therein pending, wherein J. S. Allison, was plaintiff, and M. E. Ferrell and John Hiles, was defendants the said plaintiff, J. S. Allison by the consideration of the court, recovered a judgment against the said defendants M. E. Ferrell. and John Hiles, for foreclosure of a mortgage upon the following described lands and tenements of said defendants, to-wit;

The Southerly half of Lot Numbered One (1), in Block Numbered Ninety Eight (98), in original townsite of the City of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof to satisfy the sum of \$3716.80 with interest thereon at the rate of eight per cent per annum from the 2nd, day of January, 1923, untill paid; also costs in said action expended, amounting to \$37.45. and an attorney's fee of \$374.00 as specified in said mortgage; and afterwards, on the 3rd, day of July, 1923, an execution and order of sale of that date issued out of said court by the clerk thereof, upon and in pursuance of said judgment, directed to the Sheriff of said County of Tulsa, State of Oklahoma, commanding him to cause the said lands and tenements of said defendants, above described is said judgment, to be sold according to law. without appraisalment, as specified and, in this case, state that time of sale is more that six months after rendition of judgment and commanding said sheriff to make return of said orders of sale with his certificate thereon, showing the manner in which said sheriff had executed the same, within sixty days from the date thereof, and;

Whereas, Said order of sale was duly delivered to and received by said sherriff on the 3rd, day of July 1923.

And, Whereas, Said Sheriff thereupon advertised said property for sale by giving due and legal notice of the time and place of sale, and the property to be sold, by advertising the same in the Tulsa Daily Legal News, a newspaper of general circulation, printed and published in said County of Tulsa. once a week for at least thirty days prior to the day of sale; which was the 7th, day of August 1923; and by posting and advertisement of said sale at the court house door, and at five other places in the county, two of which were in the