241811 C. J. 475

AFFIDAVIT

STATE OF OKLAHOMA

COUNTY OF TULSA.

COMPARED

Tate Brady being duly sworn, upon oath says:

That he has known Moses Jefferson, Creek Indian Allottee #736 for twenty five years, and that the said Moses Jefferson, is alive and well and that he saw him today October 8th 1923.

And further deponent sayeth not.

Tate Brady

Signature of Deponent

STATE OF OKLAHOMA SS. County of Tulsa

Before me, the undersigned, a Notary Public, in and for said County and State, on this 8th day of October 1923, personally appeared Tate Brady, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his own free and voluntary act and deed, for the uses and purposes therein set

Thos R. Gentry, Notary Public My commission expires March, 1, 1924 (SEAL) Filed for record in Tulsa County, Tulsa Oklahoma, Oct 9, 1923 at 4:00 o'clock P. M. in Book 475, page 405

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

241812 C.J.

STATE OF OKLAHOMA IMPROVED FARM MORIGAGE

COMPARED

KNOW ALL MEN BY THESE PRESENTS:

That J. L. Moore and E. M. Moore husband and wife, of Broken Arrow, in the State of Oklahoma, parties of the first part, have mortgaged and hereby mortgage to the Commissioners of the Land Office of the State of Oklahoma, parties of the second part, the following described real estate and premises, in Tulsa County, State of Oklahoma, to-wit:

The North East Quarter (NE1) of the South West Quarter (SW1) of Section Nine (9) Township Eighteen (18) North Range Fourteen (14) East of the Indian Meridian

with all improvements the reon and appurtenances thereunto belonging, and warrant the title to the same. This mortgage is given to secure the principal sum of Fifteen Hundred & No/100 (\$1500.00) DOLLARS, with interest thereon at the rate of five per centum per annum, from date, payable semi-annually, according to the terms of one certain promissory note, signed by the above parties, and described as follows, to-wit:

Dated Broken Arrow, Oklahoma, October 3rd 1923, for the sum of Fifteen Hundred & No/100 (\$1500.00) DOLLARS, payable Oct 15th, 1928, to the Commissioners of the Land Office of the State of Oklahoma, or their order, at the office of the said Commissioners in the Capitol of said State, and bearing interest from date at rate of five (5) per centum per annum, payable semi-annually, on the 15th day of October and April, of each year until paid, which interest is evidenced by ten coupon interest notes of even date herewith and executed by said parties of the first part, one (the first) for \$40.00 due on the fifteenth day of April, 1924, and nine notes for \$37.50 each, one due on the fifteenth day of October, and one due on the fifteenth day of April of each year until all are paid. Notice of demand, presentment, non-payment, protest, notice of protest and appraisement waived.

On default in the payment of principal and interest, or either, when due and payable, the whole of said amount to become due and payable. It is agreed that the parties of the

