

attested this 4th day of October A. D. 1924 at Broken Arrow, Oklahoma.

Attest:

Chas E. Foster

(CORPORATE SEAL)

The Broken Arrow Building and Loan Association

Secretary

By F. S. Hurd

President

STATE OF OKLAHOMA,)
Tulsa County,) ss.

Before me, a Notary Public in and for said county and state, on this 4th day of October A. D. 1924, personally appeared F. S. Hurd to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President and acknowledged to me that he executed the same as his free voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

My commission expires Aug 28th, 1928 (SEAL) Joseph C. Dowdy, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 9, 1924 at 8:00 o'clock A. M. in Book 498, page 46

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

269110 C.J.

AFFIDAVIT

State of Oklahoma,)
County of Tulsa.) ss.

Albert Ahrens, of lawful age being first duly sworn states, that he is the identical person who on the 1st day of March, 1923, took a mortgage from A. H. Ninman and Bertha Ninman, as mortgagors, covering the following real property in Bullett Addition to the City of Tulsa, Tulsa County, Oklahoma, to-wit:

All of Lot 14, and the South 17 feet of Lot 13, in Block No. 1, according to the Recorded plat thereof.

Affiant further states that he is the identical person who on the 8th day of March 1923, sold and assigned said mortgage to one Leslie Brooks, which said assignment is recorded in Book 446 page 398 of the records of Tulsa County, Oklahoma.

Affiant further states that he is the identical person who on the 1st day of December 1923, released said mortgage which said release is recorded in Book 474 page 574 of the records of Tulsa County, Oklahoma.

Affiant further states that after assigning said mortgage to said Leslie Brooks, and prior to making the release thereof he had purchased the same and had procured a proper assignment therefor re-assigning the said mortgage and the notes therein secured to himself, that said assignment has either been lost or destroyed and cannot now be found, but said mortgage and the notes secured thereby were delivered to said A. H. Ninman on the date of said release.

Affiant further states that he hereby guarantees that said mortgage was fully paid, that he was the legal owner of said note and mortgage at the time of the payment thereof by said A. H. Ninman, and he hereby warrants and defends the title to said real property, to be free and clear from any claim whatsoever in behalf of said Leslie Brooks his heirs and assigns in so far as said mortgage is concerned, and he hereby acknowledges himself indebted to said A. H. Ninman for the sum of said mortgage for the purpose of saving said A. H. Ninman his heirs and assigns harmless from any claims of whatsoever nature that might be brought against said premises or against said A. H. Ninman, and Bertha C. Ninman, by virtue of the said mortgage.

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COMPARED BY
PS and Jm