

affidavit

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STATE OF OKLAHOMA,)
: SS.
COUNTY OF MUSKOGEE.)

I Henrietta Haikey, of lawful age being first duly sworn, deposes and says: That she was born on or about the year 1880, and that her maiden name was Henrietta Smith; that her parents died while she was a child and she went to live with a family by the name of Carlile, and that thereafter on July 6, 1906, she was enrolled under the name of Henrietta Carlile as shown by Census Card No. 1937, her roll number being 27955 in the Cherokee tribe or Nation of Indians; that thereafter she married Frank Haikey and her name became Henrietta Haikey, and her name is now Henrietta Haikey.

Your affiant further shows that Henrietta Smith and Henrietta Carlile and Henrietta Haikey are one and the same person.

Henrietta Haikey

Sworn and subscribed to before me, this 10th, day of May, 1909.

Jay P. Farnsworth,

Notary Public.

(SEAL) My commission expires September 3, 1912.

Filed for record at Tulsa, Okla., May 18, 1909, at 8 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

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# REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That Tommie Escoe, a single man, party of the first part, hereinafter called the mortgagor, has mortgaged, and does hereby mortgage to Charlie J. Escoe, Guardian of Leo B. Escoe, party of the second part, hereinafter called the mortgagees, the following described lands and premises situated in Tulsa County, in the State of Oklahoma, to-wit:

The South Half of the South East Quarter of Section Twenty Six (26), Township Nineteen (19) North and Range Fourteen (14) East.

TO HAVE AND TO HOLD THE SAME unto the said mortgagee, his heirs, successors and assigns forever, <sup>together</sup> with all the improvements thereon and appurtenances thereunto belonging.

And the said Mortgagor does hereby covenant with the said Mortgagee, that at the time of the delivery of these presents he is lawfully seized in fee of all of the said lands and premises; that the same are free and clear of all liens and encumbrances whatsoever; that he has good right to convey the same unto the said mortgagee, and that he will, and his heirs, executors and administrators shall, forever warrant and defend the title to and possession of all of said lands and premises unto the said mortgagee, his heirs, successors and assigns against all lawful claims and demands.

This mortgage is given to secure the payment of the principal sum of One Hundred Fifty and no/100 Dollars (\$150.00), the receipt of which is hereby acknowledged by the said mortgagor, according to the terms of one certain promissory note of even date herewith, executed by the said mortgagor, becoming due May 4th, 1912, and payable to the said mortgagee or order, together with the interest thereon at the rate of seven per cent, per annum from date until due; said interest payable annually on the 4th, day of May in each year according to the terms of three interest coupons notes attached to the said principal note, said principal note and coupon notes all bearing ten per cent interest per