

25 Feet being 11' 6" of the Southside of Lot Nine (9), and 13' 6" of the Northside of Block Eight (8), all in Block 88, of the City of Tulsa, Tulsa County, Oklahoma.

O. C. Boone and Bell Boone, each being duly sworn, on oath states: That they are husband and wife; that the said O. C. Boone was the grantee named in a certain warranty deed made by L. C. Graves and Wellie C. Graves, his wife, to the above described land, and dated February 23, 1905, and filed for record in the office of the United States Deputy Clerk at Sapulpa, Indian Territory, March 7, 1905, and there recorded in Book 41, Page 389. That these affiants are mortgagors in a certain mortgage, dated February 22, 1905, and filed for record in the office of Deputy Clerk of the United States Court at Sapulpa, Oklahoma, March 7, 1905 and recorded in Book L. at Page 372, and that they are grantees in a certain deed of release executed by said L. C. Graves, and filed for record in the office of the United States Deputy Clerk at Sapulpa, Indian Territory, May 28, 1906, whereby the said L. C. Graves released aforesaid mortgage.

Affiants further say: That they never executed any other mortgage upon said premises, and that they are grantors in a certain deed, by which they conveyed the above described premises to A. F. Ault, and dated May 19, 1906, and filed for record in the office of the United States Deputy Clerk at Sapulpa, Indian Territory, May 21, 1906, and that in said last mentioned deed they warranted the title to said premises, "except as to a certain mortgage, dated about February 19, 1905, due in one year after date for \$2500.00, and interest at eight per cent, given to said L. C. Graves." That the said mortgage referred to in said last mentioned deed is the identical mortgage hereinbeforementioned and none other, and the same was intended to be described in the said conveyance to said A. F. Ault, but at the time of the execution of said last mentioned conveyance, affiant did not have said mortgage before them, nor the record thereof, and did not accurately remember the date thereof; so that the same was described as date, "about February 19, 1905", when it should have been described as being dated February 22, 1905. That said mortgage is the one intended to be excepted from the warranty in said conveyance to A. F. Ault; and as the mortgage actually released by aforesaid deed of release from L. C. Graves to these affiants, the same being fully satisfied subsequent to the execution of the said deed to said A. F. Ault, and these affiants nor either of them ever executed any mortgage upon said premises to the said L. C. Graves on said 19th day of February, 1905, nor at any other date then as stated herein, and the before mentioned mortgage is the only mortgage executed to or held by said L. C. Graves upon said premises or by any other person to the knowledge of these affiants, or of which they have any notice.