

My commission expires March 29, 1911.

Filed for record at Tulsa, Okla Oct 12, 1910 at 9:50 A.M.

H.C. Walkley, Register of deeds (seal)

COMPARED

SWORN AFFIDAVIT.

Bixby, Okla. Oct 10th, 1910.

This is to certify that we Alta May Hern, Nee Berryhill and Wm. Hern, her husband, have this day sold to Mr. R.L. Cummings of Bixby, Okla, the following described land located in Tulsa Co., Okla, to-wit:

SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 20, Township 17 N. Range 13 East, containing in all 40 acres, more or less as the case may be, according to the U.S. Gov't. Survey thereof. Which Mr. Cummings paid us \$800.00 cash for said land. We hereby agree that we are satisfied with our trade with Mr. Cummings in every respect and both do solemnly swear that we will never attempt to recover said land from Mr. R.L. Cummings.

We give Mr R.L. Cummings this statement with our own free voluntary act and deed, so Mr. Cummings can go ahead and improve said land without any fear whatever of us ever attempting to cause him any trouble over our deal.

Signed at Bixby, Okla, this 10th day of Oct, 1910.

Alta May Hern, Nee Berryhill.

Wm. Hern

Subscribed and sworn to before me, a Notary Public, this 10th day of Oct, 1910.
(Seal)

W.E. Privett, Notary Public.

My commission expires Dec 31, 1913.

Filed for record at Tulsa, Okla Oct 12, 1910 at 8 A.M.

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

COMPARED

REAL ESTATE MORTGAGE. *(Smith)*

KNOW ALL MEN BY THESE PRESENTS:

That Viola Pemberton a single woman of lawful age of McIntosh County in the state of Oklahoma, party of the first part, in consideration of the sum of One Hundred Seven and 50/100 dollars the receipt of which is hereby acknowledged, have mortgaged and hereby mortgage unto The Eufaula National Bank of Eufaula, Okla. party of the second part and to his heirs and assigns the following described real estate and premises situated in Tulsa County State of Oklahoma, to-wit: The West Half of The Northwest Quarter of Section Sixteen (16) Township Sixteen (16) North, range Thirteen (13) East of the Indian Meridian, containing 160 acres, more or less together with all the improvements thereon and appurtenances thereunto belonging or in anywise appertaining.

And the parties of the first part hereby covenant that at the delivery of this mortgage she is the lawful owner of the said premises and seized of a good and indefeasible estate of inheritance therein free, clear of all incumbrances whatever, except- - - - - and that she will warrant and defend the title to and possession of the same unto