

to a receiver, to the appointment of which the mortgagors hereby consent, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received; and the appraisalment of said premises is hereby expressly waived or not at the option of the holder of this mortgage.

In construing this mortgage the words "first party" and "second party" wherever used shall be held to mean the persons named in the preamble as parties hereto.

Dated this 2nd day of July, 1923.

E. D. Truesdell

Lulu Truesdell

STATE OF OKLAHOMA, )  
 ) ss.  
Tulsa County. )

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of July 1923, personally appeared E. D. Truesdell and Lulu Truesdell, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My commission expires Jan. 4, 1926. (Seal)

Zaida Hogan, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, July 10, 1923, at 9:30 o'clock A.M. and recorded in Book 435, Page 552.

By Brady Brown, Deputy. (Seal)

O. G. Weaver, County Clerk.

235345 C.M.J.

PARTIAL RELEASE OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS:

That whereas on the 5th day of May, 1923, in a certain action in the District Court of Tulsa County, Oklahoma, pending, wherein Southwestern Mortgage Company, a corporation, is plaintiff, and W. O. Thompson, Lucille M. Thompson, J. D. Simmons and Effie E. Simmons are defendants, plaintiff secured a judgment in said Court in case #22114 in the sum of Three Thousand Nine Hundred Twelve Dollars Sixty-five Cents (\$3912.65) together with an attorney fee thereon in the sum of Three Hundred Sixty-eight (\$368.00), said sum to bear interest at the rate of 8 per cent per annum until paid.

Whereas said defendant, J. D. Simmons, is the owner of certain real estate not involved in said action and desires a release from said judgment upon the premises described as follows, to-wit: Lot One (1) Block Eight (8) Childers Heights Addition to the city of Tulsa, Oklahoma, and the East 45 feet of Lot 8 Block 2, Orcutt Addition to the city of Tulsa, Oklahoma.

Now, therefore, for and in consideration of the sum of One Dollar to said Southwestern Mortgage Company, duly paid, the said Southwestern Mortgage Company, does hereby release and relinquish said above described premises, from all claim, interest and lien, which it may have, by virtue of the above mentioned judgment and the proceedings thereupon.

Dated at Roff, Oklahoma, this 6th day of July, 1923.

Attest:

H. H. Hughes, Secy.

(Cor. Seal)

Southwestern Mortgage Co.

By A. J. Crain, President.

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

Before me, M. Hughes, a Notary Public in and for said County and State, on this 6th day of July 1923, personally appeared A. J. Crain 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 and voluntary act and deed and as the