

appeared Roosevelt Rentie and Gertrude Rentie, his wife, to me personally known to be the identical persons described in and who executed the within and foregoing instrument and acknowledged to me that they had executed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned and set forth; and I do hereby so certify.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal as such Notary Public on the day and year last above written.

My commission expires the 23 day of August 1924.

(SEAL) Lewis B. Norton, Notary Public
in and for Okmulgee County, Oklahoma.

Filed for record in Tulsa County, Tulsa Oklahoma, Oct 19, 1923 at 2:00 o'clock P. M. in Book 475, page 574

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

242665 C.J.

SECOND MORTGAGE

COMPARED

TREASURER'S ENDORSEMENT

I hereby certify that I received \$10.00 and issued Receipt No. 2095 therefor in payment of mortgage tax on the within mortgage.

Dated this 20 day of Oct 1923

W. W. Sackey, County Treasurer

Deputy

THIS MORTGAGE, Made this 17th day of September, A. D. 1923, by and between J. R. Caudle and M. Ethel Caudle, his wife of Tulsa County, in the State of Oklahoma, as the parties of the first part (hereinafter called mortgagors whether one or more), and EXCHANGE TRUST COMPANY, a corporation, of Tulsa, Oklahoma, as the party of the second part (hereinafter called mortgagee):

WITNESS, That the said mortgagors for the purpose of securing the payment of the sum of SEVENTY AND NO/100 DOLLARS, and the interest thereon, as herein set forth, do by these presents mortgage unto said mortgagee, its successors and assigns, all of the following described real estate, situated in Tulsa County, Oklahoma, to-wit:

Northwest Quarter (NW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section

Fourteen (14), Township Nineteen (19) North, Range Fourteen (14) East.

of the Indian Base and Meridian, containing 40 acres, more or less, according to the United States Survey thereof.

TO HAVE AND TO HOLD the same, together with all and singular the improvements thereon, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Provided, however, that this mortgage is given to secure the payment to said mortgagee, its successors and assigns, the aggregate principal sum of SEVENTY AND NO/100 Dollars, according to the terms of two (2) promissory notes of even date herewith, as follows:

No. 1, \$35.00 due October 1, 1924

No. 2, \$35.00 due October 1, 1925

with interest at ten per cent per annum from maturity until paid, payable at the office of said mortgagee EXCHANGE TRUST COMPANY, Tulsa, Oklahoma.

And said mortgagors as a part and parcel of the same transaction, and as further security for the payment of the indebtedness hereinbefore set forth, and as an inducement for the acceptance of the mortgage, hereby covenant and agree that they warrant and will defend the title to said premises, and that they are the owners in fee simple of the same; that the same are free, clear and discharged of all encumbrances, charges, claims, demands, liens, liabilities for liens or any other claim or demand except a real estate mortgage given of even date herewith to said mortgagee in the principal sum of \$1000.00 Dollars, and the parties of the first part, the mortgagors herein, covenant and agree that if they fail in any of the terms and conditions of said prior mortgage, or the note or notes which said mortgage was given to secure, and if said prior mortgage be assigned in trust or otherwise to another than the