

mortgage, and upon the bringing of any such action the Court, or Judge, shall, upon motion of the mortgagee herein or his assigns, without further notice to said mortgagor or the owner of the premises described herein, appoint a receiver to take charge of said premises and collect the rents, revenues and profits thereof.

Said parties of the first part hereby expressly waive an appraisement of said real estate and all benefits of the homestead exemption and stay laws of the State of Oklahoma. This mtge. is subject to a Mtge. in favor of the School Land Dept. of \$5000.00

In Testimony Whereof, The said parties of the first part have hereunto set their hand the day and year above written.

J. R. Caudle

M. Ethel Caudle

State of Oklahoma, Tulsa County, ss.

Before me Fred W. Steiner, a Notary Public in and for said County and State on this 23rd day of Jan. 1924, personally appeared J. R. Caudle and M. Ethel Caudle, 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 use and purposes therein set forth.

Witness my hand and Notarial seal the day and year above set forth.

My commission expires March 20, 1927. (Seal)

Fred W. Steiner, Notary Public.

Filed for record in Tulsa, Tulsa County, Oklahoma, Feb. 15, 1924, at 1:50 o'clock P.M. and recorded in Book 483, Page 286.

By Brady Brown, Deputy.

(Seal)

O. G. Weaver, County Clerk.

251225 CTHEASURERS ENDORSEMENT

I hereby certify that I received \$1200.00 of REAL ESTATE.

Receipt No. 13755 of a payment of mortgage

tax on the within mortgage.

Dated this 24 day of Feb. 1924

W. W. Sheckey, County Treasurer

COMPARED

This indenture made this 15th day of February A.D.

1924, between E. E. Ratcliff & Florence A. Ratcliff,

of Tulsa County, in the State of Oklahoma of the

first part and William Soper of Clarion County, in the State of Pennsylvania, of the Second part.

WITNESSETH, That said parties of the first part in consideration of Twelve Hundred and No/100 Dollars, (\$1200.00) the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey unto said party of the second part his heirs and assigns, the following described Real Estate, situated in Tulsa County, and State of Oklahoma, to-wit:

West 77 ft. of Lot Twenty-three (23) in Block One (1) in Lake View Addition to the city of Tulsa, Tulsa County, Oklahoma, according to the recorded plat thereof.

"This mortgage is subject to a first mortgage in favor of Home Building & Loan Association."

TO HAVE AND TO HOLD THE SAME, unto the said parties of the second part his heirs and assigns, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition that whereas said first parties have this day executed and delivered their certain promissory note in writing to said party of the second part described as follows:

One certain note dated February 15th, 1924, for the sum of \$1200.00 due and payable to the order of William Soper in installments of \$100.00 every four months; said installments to be paid on or before the 1st day of each and every four months hereafter beginning the 1st day of June, 1924; deferred payments to bear interest at the rate of 6% per annum, payable with each note until paid.

Now if said parties of the first part shall pay or cause to be paid to said party of