

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 15th day of August, 1924.

STATE OF OKLAHOMA,
COUNTY OF TULSA.

}
SS.

O. J. Antry,
Irene J. Antry.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 15th day of September, 1924, personally appeared O. J. Antry and Irene J. Antry, 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 January 2, 1927. (SEAL) Arden E. Ross, Notary Public.

Filed for record in Tulsa County, Tulsa, Oklahoma on Sept. 16, 1924 at 10:45 A. M. o'clock recorded in Book 496, page 245.
By Brady Brown, Deputy. (SEAL) O. F. Weaver, County Clerk.

267519-CW.

SHERIFF'S DEED.

THIS INDENTURE Made this 11th day of September, 1924, by and between R. D. Sanford, as Sheriff of the County of Tulsa in the State of Oklahoma, party of the first part, and THE CALVERT MORTGAGE COMPANY, party of the second part. 450

WITNESSETH: That, Whereas, by virtue of a writ of execution issued out of and under the seal of the District Court of the Twenty-first Judicial District of the State of Oklahoma in and for Tulsa County, attested the 29th day of July, 1924, upon a judgment rendered in said court on the 10th day of July, 1924, in an action then pending in said court, wherein The Calvert Mortgage Company was plaintiff and C. L. McDowell, L. E. Huddleson, J. M. McParty, W. E. McDowell, Albert James, Walter McElhaney, Charles Williams, J. R. Frazier, L. Jenkins, C. V. Bush, Price-Few Lumber Company, a corporation, Acme Electric Company, a corporation, Leonard & Braniff, a corporation and William Vance, were defendants, said defendant, L. E. Huddleson by the consideration of the court, recovered a judgment in said court against the defendant, C. L. McDowell for the sum of Three Hundred Thirty-five dollars (\$335.00) with interest thereon at the rate of 6 per cent., per annum, from the 14th day of October, 1922, and the further sum of Seventy-five Dollars (\$75.00) attorney fees, and his costs therein, and that said judgment declared the same to be a valid first lien on the premises hereinafter described; that the Calvert Mortgage Company plaintiff, recovered judgment against the defendant, C. L. McDowell for the sum of Three Thousand One Hundred Fortyseven and 49/100 Dollars (\$3147.49) with interest thereon at the rate of 10 per cent., per annum, from February 7, 1923, until paid, and Three Hundred Fourteen and 74/100 Dollars (\$314.74) attorney fees, with interest at 6 per cent., per annum, from the 7th day of February, 1923, until paid and its costs herein, That said judgment was declared to be a valid lien on the real estate and premises hereinafter described, subject only to the lien of the defendant, L. E. Huddleson. That the other defendants in said cause recovered judgment for various amounts, which were declared to be liens on said premises of equal rank, subject to the first lien in favor of the defendant, L. E. Huddleson and the lien of the plaintiff;