

titled to the possession of said premises, and to each and every part thereof, and to collect and apply the rents therefrom, less the reasonable expenditures, to the payment of the indebtedness secured under this mortgage, and for this purpose the holder hereof shall be entitled to a receiver to the appointment of which the mortgagors hereby consent, which appointment may be made either before or after the decree in foreclosure, and the holder hereof shall in no case be held to account for any damages, nor for any rental or other monies, other than those actually received. The appraisalment of said premises ^{is} hereby expressly waived. All covenants and agreements herein contained shall run with the premises hereby conveyed; and this mortgage and the evidences of indebtedness hereby secured shall in all respects, be governed and construed by the laws of Oklahoma, and the first party ^{for value received, I acknowledge satisfaction and payment in full of the} hereby expressly waives all benefits ^{of this mortgage, and same is hereby released.} of the homestead and stay laws of Oklahoma.

IN WITNESS WHEREOF, the said parties of the first part, have hereunto set their hands the day and year first above written.

Witnesses, to mark, execution and delivery.

Martin Evans

Elizabeth Jane Evans.

STATE OF OKLAHOMA, TULSA COUNTY. SS.

Before me, Edward E. Barrett, a Notary Public in and for said County and State, on this 5th, day of December, 1908, personally appeared Martin Evans and Elizabeth Jane Evans, 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.

Edward E. Barrett, Notary Public

(SEAL) My commission expires April 4th, 1912.

Filed for record Dec. 5, 1908, at 2.50 P. M.

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

COMPARED

PP. TELEPHONE LEASE.

THIS LEASE, Made this 18th, day of July, 1907, by and between R. N. Bynum, part of the first part and the PIONEER TELEPHONE AND TELEGRAPH COMPANY, party of the second part.

WITNESSETH: That the party of the first part does hereby let, lease and demise unto the party of the second part, its successors and assigns, the following described premises, in the town of Tulsa, Indian Territory, to wit:

Room No. six (6) in the Bynum Building, which is located on the East forty feet of the North Half of Lot 7 Block 105, with the appurtenances and privileges thereunto belonging for the term of the same duration as lease of balance of space in same building, to commence on the August first day of August, 1907 and terminate on the first day of December, 1914, at the yearly rent or sum of Sixty (\$60.00) Dollars, payable \$5. per mo. in advc. with the exclusive right of establishing and maintaining a telegraph, telephone and electric signal office in said room during the said term, the said party of the first part to keep the ^{said premises} room in good and tenantable condition during the occupancy of said lessee.

And it is agreed that if any rent shall be due and unpaid, of default shall be made by the party of the second part in any of the covenants herein contained to be by it performed, then it shall be lawful for the party of the first part to re-enter the said premises and to remove all persons therefrom.

AND THE SAID PARTY OF THE SECOND PART COVENANTS to pay to the party of the first part