

the said premises sold and the proceeds applied towards the payment of the indebtedness due the said second party, or its assigns, ascertained in accordance with the terms of the note and contract secured hereby, and that immediately upon the filing of the petition in foreclosure the holder thereof shall be entitled to the possession of the said premises, and to collect and apply the rents thereof, less reasonable expenditures, to the payment of said indebtedness, and for this purpose the holder hereof shall be entitled to a receiver, to the appointment of which the mortgagors hereby consents, which appointment may be made either before or after the decree of foreclosure, and the holder hereof shall in no case be held to account for any rental or damage other than for rents actually received, the mortgagors hereby waiving any and all damages arising by reason of the taking possession of said premises as aforesaid, and for any and all other damage or liabilities that may occur to said property when in the possession of said mortgage; and all the covenants and agreements herein contained shall run with the land herein conveyed.

This mortgage and the note and contract secured hereby shall in all respects be governed and construed by the laws of Oklahoma.

Abe Tarry  
Ida Tarry

State of Oklahoma )  
County of Tulsa )

Before me, Richard Perry, a Notary Public, in and for said County and State, on this 2 day of October, A.D. 1912, personally appeared Abe Tarry and Ida Tarry 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.

(SEAL) Richard Perry, Notary Public.

My commission expires Jan. 26, 1926.

Filed for record in Tulsa County, Okla, on Oct. 2, 1925, at 11:35 A.M. and duly recorded in book 428 - page 303. By F. Delman, Deputy.

(SEAL) G. L. Lawson, County Clerk.

210095 - 21 COMPARED

#### RELEASE OF AGRICULTURAL LEASE.

Whereas, on the 28th day of August, 1922, there was made and entered into by and between Mollie Johnson, lessor, and Joe Duncan, lessee, an agricultural lease ending December 31st, 1923 covering the following land in Tulsa County, State of Oklahoma, to-wit:

Lot 1 of section 11, township 19 north, range 10 east containing 41.81 acres, and the east half of the northwest quarter of the northeast quarter of section 11, and lots 1 and 2 of section 12, and the north half of the northeast ten acres of lot one and the north half, northwest ten acres of lot one and the north half of the south half of the northwest ten acres of lot one of section 10, township 19 north range 10 east, in Tulsa County, containing 121.65 acres, more or less, according to U.S. survey thereof, and

Whereas, the parties to said contract by mutual agreement have arranged and agreed for the cancellation of said lease and the surrender of said real property to the said lessor on the 31st day of December, 1923.

NOW THEREFORE, in consideration of the sum of One dollar the receipt of which is hereby acknowledged, by the said Joe Duncan and other good and