

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 whom the mortgagee hereby consents, in his appointment may he make either before or after the date of foreclosure, and the holder hereof shall in no case be held to account for any damages, nor for any rental, or other incomes other than those actually received. The appointment of said receiver is hereby expressly waived. All covenants and agreements herein contained shall remain with the premises hereby conveyed, and this mortgage and the evidences of indebtedness hereby secured shall in all respects be governed and controlled by the laws of Oklahoma, and first parties hereby expressly waive all benefits of the homestead and a tax laws of Oklahoma.

In witness whereof, the said part of the first party have hereunto set their hands the day and year first above written.

J. R. Cole, Jr.
Sanah Elizabeth Cole

State of Oklahoma }
 Tasha County }
 appeared before me J. P. Evans, a duly Public
 and for said County and State, on this 21st day of April
 1905, personally appeared J. R. Cole, Jr. and said Sanah
 Elizabeth Cole, his wife, to me known to be the intended
 parties 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. J. P. Evans

(Seal) J. P. Evans

My commission expires Feb 12th 1911.

Filed for record July 1, 1905 at 2:25 P. M.

(Seal) H. B. Haskins, Reg. of Deeds.