

recover from the said first Parties costs and expenses, and a reasonable attorney's fees, and for all such costs, expenses and attorney's fees this mortgage shall stand as security.

It is further agreed that immediately upon the filing of a Petition in foreclosure the holder of this mortgage shall be entitled to the Possession of said Premises, and to collect and apply the rents therefrom, less the 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 whom the mortgagor hereby consent, 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 damage nor for any rental other than that actually received. The appraisalment of said Premises, if sold on foreclosure, is hereby expressly waived.

All covenants and agreements herein contained shall run with the land; and this mortgage and the evidence of indebtedness hereby secured shall in all respects be governed and construed by the laws of Oklahoma.

In witness whereof, the said Parties of the first Part have hereunto set their hands on this 26 day January, 1911.

C. F. Lynde

Elizabeth W. Lynde

state of Oklahoma, Muskogee county, SS.

Before me, J. D. Simms, a Notary Public in and for said county and state, duly commissioned and acting as such, on this 26 day of January, 1911, personally appeared C. F. Lynde and Elizabeth W. Lynde, his wife, to me known to be the identical Person who executed the within and foregoing mortgage, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth, and I hereby so certify.

Witness my hand and seal as such notary Public this 26 day of January, 1911.

(SEAL)

J. D. Simms, notary Public.

My commission expires March 7, 1913.

Filed for record at Tulsa, Okla., Jan 27, 1911, at 8:00 A. M.

H. C. Walkley, register of deeds. (SEAL)

OIL AND GAS LEASE.

Articles of agreement made and concluded this 11th day of January, 1911, between B. M. Daniels of the first Part and E. O. Boggs and F. F. Finney of the second Part, witnesseth: that the said Party of first Part for and in consideration of the sum of seventy five dollars (\$75.00) cash in hand paid, the receipt whereof is hereby acknowledged and the further covenants and agreements hereinafter contained on the Part of the second Part to be kept and performed, does hereby grant, bargain, demise, and lease and let to the Parties of second Part their heirs and assigns, for the term of five (5) years, or so long thereafter as oil or gas is found in paying quantities, the following described real estate, situate in Tulsa county, to wit: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 & 15 in block 4 in the south side addition to the town of Skiatook, Oklahoma, according to the recorded Plat thereof, giving and granting to the Party of the second Part the full, free and exclusive Possession of the said Piece of land during the said term of five years for all purposes necessary to develop the same to procure oil or gas and taking it therefrom together with the right to put up and keep tanks thereon for the purpose of storage and transportation of oil and to erect thereon buildings for the same purpose.

As a further consideration of which Parties of second Part, their heirs and assigns, covenant and agree as follows: To deliver as royalty to Party of first Part herein one-eighth (1/8th) Part of all oil obtained and saved from said land.