

upon the institution of proceedings to foreclose this mortgage the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, rent the same and collect the rents thereof under the direction of the court, without the usual proofs required by statutes or law; it being agreed between the parties hereto that the allegations of the petition, as to any default in performance of any agreement contained in this mortgage to be by first party performed together with the above agreement relating to possession and appointment of receiver, shall be sufficient authority to the Court to appoint a receiver without other proof than the agreements contained herein.

The amount so collected by such receiver to be applied under the direction of the Court to the payment of any judgment rendered or amount found due under the foreclosure of this mortgage. First party hereby declares that the sole consideration for this mortgage is money loaned by second party to the mortgagors herein and, the mortgagors hereby waive any and all rights of appraisement, sale or redemption provided for by the laws in force in the Indian Territory. As additional, and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee his heirs and assigns all the rights and benefits accruing to them under all oil or mineral leases on said premises; This assignment to terminate and become void upon release of this mortgage.

The said grantors hereby consent and represent that Rena Harwell is the same and identified person as Rena Thwell to whom the west $\frac{1}{2}$ of south east $\frac{1}{4}$ and north east $\frac{1}{4}$ of south-east $\frac{1}{4}$ of Sec 5, Twp 16 N. Range 12 E. was allotted in her maiden name.