

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 upon 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 right of appraisement, sale or redemption provided by the laws in force in the Indian Territory.

As additional and collateral security for the payment of said note the mortgagors hereby assign to said mortgage his heirs and assigns all the rights and benefit accruing to them under all oil or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage and said mortgagors do hereby release and relinquish all rights of dower and relinquish and convey all rights of homestead in the premises.

Dated this 7th day of August 1907.

attest:

Anna Mathews

E. L. Mathews

Indian Territory

Western Judicial District

William Miles

Rosetta Miles

SS: Before me a notary Public in and for