

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 statute 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 first partly 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 is 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 or all rights of appraisal, 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. This mortgage is a second lien to one other mortgage of even date between the parties hereto for \$2500 and said mortgagors do hereby release and relinquish all rights of dower and relinquish and convey all rights of homestead in said premises.

Dated this 7th day of August 1907.

attest

Anna Mathews
B E Mathews

William Miles
Rosetta Miles