

And it is expressly agreed; that if first party shall fail to pay said sum of money, either principal or interest within thirty days after the same becomes due, or fail to perform, any of the covenants or agreements herein contained, the whole sum of money secured hereby may, at the option of the holder of said note, and at his option only, and without notice, be declared due and payable; and this mortgage may thereupon be foreclosed for the whole of said money, interest and cost, and said second party or assigns or any legal holder thereof, shall at once, upon the filing of a petition for the foreclosure of this mortgage, be forthwith entitled to the possession of the above described premises, and receive and collect the rent, or if he so elect upon the institution of proceedings to foreclose this mortgage, the plaintiff herein 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 upon the foreclosure of this mortgage.

First party hereby declares that the sole consideration for this mortgage is money loaned by second party to said mortgagors herein, and the mortgagors hereby waive any or all rights of appraisement, sale or redemption provided for by the laws in force in Indian Territory.

as additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgage 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 the 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 said premises.

Dated this 7th day of August 1907.

Attest

Anna Mathews

William Miles

B. E. Mathews

Corretta Miles.

Indian Territory Western Judicial District, ss

Before me a Notary Public - in and for the above named District and Territory on this - day of August 1907, personally appeared William