

agreed and deliver the policies to the mortgages herein second party may procure such insurance and collect the cost thereof together with 10 per cent interest from first party, and this mortgage shall stand as security therefor.

And it is expressly agreed That if first party shall fail to pay said sums of money, either principal of interest, within sixty 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 costs, and the said second party, or assigns or any legal holder hereof shall at once upon the filing of a petition for the foreclosure of this mortgage, be forthwith 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 direction of the court without the usual proofs required, 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 foreclosure of this mortgage.

And said party further expressly agrees that in case proceedings shall be begun to foreclose this mortgage the first party will pay to the plaintiff in such proceedings One Hundred Dollars as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid and collected and the lien thereof enforced in the same manner as the principal debt hereby secured. First party does hereby expressly, waive appraisal of said real estate should the same be sold under execution, order of sale, or other final process, waive all benefits of the stay or appraisal laws of Oklahoma.

As additional and collateral security for the payment of the said note the mortgagors hereby assigns to said mortgagee, his heirs and assigns all the rights and benefits accruing to them under all oil, gas or mineral leases on said premises; this assignment to terminate and become void upon release of this mortgage. The said grantors hereby covenant and represent that Emma H. Puryear is one and the same person as Emma H. Bertolf to whom said land was allotted in her maiden name.

And said first party hereby release all rights of dower and relinquish and convey all rights of homestead in said premises.

Dated this 3rd day of November 1909,

Witness to signature.
J.S. Hopping.
J.W. Walker.

Emma H. Puryear
Frank M. Puryear