

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 Fifty & NO/100 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 mortgagor 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.

This mortgage is a junior lien, to one other certain mortgage, of even date herewith for \$2500.00 between the same parties hereto on identically the same land herein described.

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

Dated this 26th day of November 1909.

J.J. Harbour,

F. J. Harbour.

STATE OF OKLAHOMA)
COUNTY OF TULSA) S.S.

Before me, a Notary Public L. H. Taylor in and for the above named County and State, on this 26th day of November 1909 personally appeared J.J. Harbour and F. J. Harbour, husband and wife, to me personally known to be the identical persons who executed the above mortgage and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

(SEAL)

L.H. Taylor, Notary Public,
Tulsa County, Oklahoma.

My commission expires Oct. 16, 1912.

Filed for record at Tulsa Nov. 30 1909 at 3:40 O'clock P.M.

H.C. Walkley, Register of deeds (SEAL)