

session and appointment of receiver, shall be sufficient authority to the court to appoint a receiver without other proof than the agreements 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 Eighty & 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 or 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 assign, 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 agreement to terminate and become void upon release of this mortgage.

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

Dated this 5th day of November 1909.

Witness to signatures:

G. O. Heim
Sallie Heim
John H. Heim
Lula Heim

STATE OF OKLAHOMA)
COUNTY OF CREEK) S.S.

Before me a Notary Public in and for the above named County and State on this 10th day of November 1909, personally appeared G.O. Heim and Sallie Heim, his wife, and John H. Heim and Lula Heim, his 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) I.P. McGee, Notary Public,
Creek County, Oklahoma.

My commission expires Jan. 4, 1911.

Filed for record at Tulsa Dec. 2 1909 at 11:30 O'clock A.M.

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

COMPARED

WHEREAS on the 21st day of June 1909, J.B. Parkinson and Emma B. Parkinson by their certain mortgage recorded in the Office of the Recorder of Deeds at Tulsa, Oklahoma on August 23d 1909, in Record 46, Page 580 conveyed to the Dickason Goodman Lumber Company, a corporation, real estate in