

closed for the whole of said money, interest and cost, and 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 therefor, 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 the 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 herein contained. The amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgement 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 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 fore 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 recoverable in said foreclosure suit and included in any judgement 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 appraisement 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 appraisement laws of Oklahoma.

As additional and collateral security for the payment of 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 assignment to terminate and become void upon release of this mortgage. And said first party does hereby release all rights of dower and relinquish all rights of homestead in said premises. Dated this 14th, day of June 1909.

Witness to signature: Ben McIntosh
Lizzie McIntosh

STATE OF OKLAHOMA,)
COUNTY OF OKMULGEE.) SS.

BEFORE ME, a Notary Public, Joseph T. Call, in and for the above named County and State, on this 28 day of June 1909, personally appeared Ben McIntosh and Lizzie McIntosh, Husband and wife, and to me 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.

Joseph T. Cole, Notary Public, Okmulgee County/

(SEAL) My commission expires July 2nd, 1912. Oklahoma.

Filed for record at Tulsa, Okla., Jul. 14, 1909, at 1.30 o'clock P. M.

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