

proof required 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 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 One Hundred Dollars as an attorney's fee, in addition to all other legal costs, said fee to be due and payable upon 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 judgement or decree rendered in any action 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 or 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 the release of this mortgage.

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

Dated this 7th, day of September 1909.

WITNESS to signatures:

Edward Lynn

Mary Lynn

W. P. Burns

Clara B. Burns

STATE OF OKLAHOMA,)
 : SS.
COUNTY OF CREEK.)

BEFORE ME, a Notary Public, Moses C. Berry, in and for the above named County and State, on this 7th, day of September 1909, personally appeared Edward Lynn and Mary Lynn his wife, to me personally known to be the identical persons who executed the within and foregoing instrument 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.

Moses C. Berry, Notary Public.

(SEAL) My commission expires Jan. 31, 1911.

STATE OF MISSOURI,)
 : SS.
COUNTY OF BARTON.)

BEFORE ME, a Notary Public, in and for the above named county and State, on this 8th, day of September 1909, personally appeared W. P. Burns and Clara B. Burns, 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 hand and official seal, this the 8th, day of Sept. 1909.

John F. Duden, Notary Public.

(SEAL) My commission expires Sept. 10th, 1909.

Filed for record at Tulsa, Okla., Sep. 10, 1909, at 1.10 o'clock P. M.

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