

money, either principal or 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 become due and payable, and this mortgage may thereupon be foreclosed 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 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 any default in performance of any agreement contained in this mortgage, to be by the 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 proofs 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 the foreclosure of this mortgage.

And said party further agrees that in case proceedings shall be begun to foreclose this mortgage the first party will pay to the plaintiff in such proceedings Three hundred and no/100 Dollars, as an attorney's fee, in addition to all other legal costs, said sale to be due and payable upon the filing of petition for foreclosure, and the same shall be a further charge and lien upon the premises described in this mortgage, and the amount thereof shall be recovered in such foreclosure suit and included in any judgement or decree 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 the said note the said 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 the said party does hereby release all rights of dower and relinquish and convey all rights of homestead in said premises.

Dated this 30th, day of September 1909.

WITNESS to Signatures:

William G. McGechie

E. W. Craig.

Annie McGechie.

F. S. Hurd.

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

Before me, a Notary Public, in and for the above named County and State, on this 1st, day of October 1909, personally appeared William G. McGechie and Annie McGechie, 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 hand and official Seal the day and year a last above written.

F. S. Hurd, Notary Public.

(SEAL) My commission expires Jan. 21, 1911.

Tulsa County, Oklahoma.

Filed for record at Tulsa, Okla., Oct. 4, 1909, at 2:50 o'clock P. M.

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