

And it is expressly agreed: That if first party shall fail to pay said sums of 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, be declared 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 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 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 judgement rendered or amount found due upon the 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 Seventy Five 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 such 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 appraisalment 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 appraisalment 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 assignment to terminate and become void upon release of this mortgage.

This mortgage is subject to a mortgage of even date herewith to L. W. Clapp for \$3000.00 bearing 5  $\frac{1}{2}$  % due October 1, 1914.

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

Dated this 30 day of September, 1909.

Witness to Signatures:

William G. McGechie.

E. W. Craig Hurd.

Annie M. McGechie

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

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 above 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.  
(SEAL) My commission expires Jan. 21, 1911. F. S. Hurd, Notary Public.  
Filed for record at Tulsa, Okla., Oct. 6, 1909, at 1.40 o'clock P. M.  
H. C. Walkley, Register of Deeds (SEAL)