

payable to the Mortgagee or assigns; the mortgagee agreeing in case of fire, to devote the whole proceeds of such insurance to rebuilding buildings on said land; the said mortgagee his heirs or assigns, holding the said proceeds in trust until the buildings are rebuilt and paid for; or if first party prefers said proceeds may be credited by second party on the principal sum, as of date of maturity of next interest payment. In case of failure to insure as agreed and deliver the policies to the mortgagee herein, second party may procure such insurance and collect the cost thereof, together with 10 per cent interest from first party, and this mortgage shall stand as security therefor.

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 the 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 above agreement relating to possession and appointment of receiver, shall be sufficient authority to the Court to appoint a receiver without further 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 foreclosure of this mortgage.

And said party further expressly agrees that in case proceedings 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 become 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 judgement or decree of foreclosure in any action as aforesaid, and collected and the lien thereof enforced in the 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 the release of this mortgage.

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

Dated this 25th, day of August 1909.

WITNESS to Signatures.

Frank Brown

STATE OF OKLAHOMA, COUNTY OF MUSKOGEE, ) SS.

BEFORE ME, a Notary Public, in and for the above named County and State, on this 26th, day of August 1909, personally appeared Frank Brown, a single man, and---- to me personally known to be the identical person, who executed the above mortgage, and acknowledged to me