

due upon 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 One Hundred fifty & no/100 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 said foreclosure suit and included in any judgment 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 appraisal 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 appraisal laws of Oklahoma.

As additional and collateral security for the payment of the said note the mortgagors hereby assigns 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 and convey all rights of homestead in said premises.

Dated this 7th day of January 1910.

John W. Archer

Florence Archer.

State of Oklahoma)

County of Tulsa ( S.S.

Before me, a <sup>Notary Public</sup> Margaret McGannon, in and for the above named county and state on this 7th day of January 1910 personally appeared John W. Archer and Florence Archer, husband and wife, 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 signature and official seal, the day and year last above written.

(seal)

Margaret McGannon, Notary Public.

My commission expires Nov. 15, 1913.

Filed for record at Tulsa, Okla. Jan. 7 1910 at 4 o'clock P.M.

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

CONFIRMED  
P. Quadruplicate 4786 15100 (8-10\*) LLL  
From A Cherokee LEASE 11-15-57

Transferable only With Consent of the Secretary of the Interior  
Oil and Gas Mining Lease upon Land Selected for Allotment, Cherokee Nation,  
Indian Territory.

(Sec. 72. Act of July 1, 1902, 32 Stat., 716-726)

THIS INDENTURE OF LEASE, Made and entered into, in quadruplicate, on this 5th day of July A.D. 1907, by and between W.T. Brady, guardian of the