

23 '07

P. D. M.  
P. F. M.  
P. L.  
C. L.  
C. D.  
C. I.

B. M. Adams  
To  
The First Natl Bank

Chattel Mortgage.  
With Power of Sale.

This Indenture, Made this 19<sup>th</sup> day of Jan. 1907 between B. M. Adams, part of the first part and the First National Bank, of Sapulpa, D. T., party of the second part.

Witnesseth: That for and in consideration of the sum of nine hundred fifty one 77/100 Dollars, the receipt of which is truly acknowledged, the party of the first part has bargained, sold, granted, conveyed and by these presents truly bargained, sold and conveyed, to the party of the second part, its executors, administrators and assigns, the following described property, the title to which he guarantees, to wit:

1 team of black horse mules six years old, weight 950 lbs 14 1/2 hds high,  
1 " " bay mare " seven " " " 1000 13 1/2 " "  
1 " " black mules 1 mare 1 mare seven years old 13 1/2 hds high weight 975 lbs.  
50 head of Cows various ages and colors, 15 head of steers, 2 year old various colors, & 2 head of yearling steers various colors - all of above cattle native stock and branded A on right side except the 2 yrs old steers which are branded F on right hip. The above property at home & miles west of Broken Arrow, D. T. on the B. C. Burgers allotment, to have and to hold the same unto the party of the second part, its assigns, administrators and assigns forever, conditioned, however, as follows:

Whereas, the said party of the first part is indebted to the party of the second part in the sum of nine hundred fifty one 77/100 Dollars, according to the terms of a promissory note as follows:

One note for \$951<sup>27</sup> dated Jan. 19, 1907 and due Aug. 19, 1907 - signed by W. M. Adams, with interest at 8 per cent per annum from maturity until paid.

Now, if the said party of the first part shall well and truly pay to the party of the second part the sum hereinbefore mentioned, and all other indebtedness which may then be due to the party of the second part the party of the first part, together with the cost of this trust on or before the 19<sup>th</sup> day of Aug. 1907, then this conveyance shall be void, otherwise to remain in full force and effect. and in case any default is made in the payment of said indebtedness, as herein set forth, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the <sup>party of the</sup> second part, or in case the said party of the second part shall at any time deem itself insecure, or deem that, in order to properly protect itself and secure full payment of above mentioned indebtedness, such action shall be necessary, then, in either event, the party of the second part, its agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell or dispose of same, or so much as may be necessary, at public sale, without appraisement (the appraisement re-