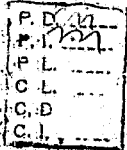


1658

COMPARED



A. J. Burchett
To
M. C. Gilcrease & Company

Chattel Mortgage.

This Indenture, made this 28th day of November, 1906, between A. J. Burchett and Grace Burchett, his wife, party of the first part, and M. C. Gilcrease and Company of Muskogee, I. T., party of the second part.

Witnesseth, That for and in the sole consideration of the sum of Four Hundred and Seventy (\$470.00) Dollars, money loaned, the receipt of which hereby acknowledged, the party of the first part has bargained, sold, granted, conveyed, and by these presents hereby bargains, sells, and conveys to the party of the second part, their successors, assigns, and legal representatives, the following described property, the title to which is hereby guaranteed, to-wit: 1 pair bay mare mules, about 15 1/2 hands high, about five years old branded G on left flank, bay horse about 16 hands high, about six years old branded on left shoulder, 1 bay mare about 16 hands high, about seven years old, slightly branded on left shoulder, six head milk cows, branded DB on left hip, 1 black head yearling & unbranded, same being all of the yearlings now in possession of mortgagor, all of said property being now in possession of A. J. Burchett mortgagor on Robert Deer's allotment in the Creek Nation, about two miles east and half mile north of Muskogee, Ind. Ter., to have and to hold the same unto the party of the second part, their successors, and assigns forever, conditioned however as follows: Whereas, the said party of the first part is indebted to the party of the second part the sum of Four Hundred and Seventy (\$470.00) dollars, and the sole consideration for said debt is money loaned the mortgagor by the mortgagee, as evidenced by certain promissory note of seven date hereunto, Now if the said party of the first part shall well and truly pay to the party of the second part the sum of Four Hundred and Seventy (\$470.00) dollars, and all other indebtedness which may then be due to the party of the second part by the party of the first part, together with full part of this trust, on or before the 15th day of October, 1907, then this conveyance shall be void; otherwise to remain in full force and effect, and in case any default shall be 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, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, or in case the said party of the second part shall at any time deem themselves measure, or deem that, in order to properly protect them add secure full payment of the above mentioned indebtedness such action shall be necessary, then, in either event, the party of the second part, their agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell, dispose of the same or all rights of appraisement, sale and redemption as provided by law are hereby expressly waived, and to apply the proceeds arising from any sale of the property herein described upon the debt due the mortgagee and upon all other debts incurred in the disposition or care of said property, and rendering the overplus if any, to the mortgagor or his legal representatives.

Given under our hands and seals this 28th day of November, 1906
A. J. Burchett (Seal)
Grace Burchett (Seal)

Acknowledgment

United States of America } S.S.
Indian Territory
Muskogee District

Be it Remembered, That on this 30th day of November, 1906, before me a Notary Public duly commissioned, within and for said Territory and District, personally appeared A. J. Burchett and Grace Burchett, personally well known to me to be the persons described as the mortgagors in, and whose names are subscribed to the foregoing mortgage, and stated and acknowledged to me that they executed the same for the purposes and consideration therein expressed, mentioned and set forth as their free act and deed.

Witness Whereof, I have hereunto set my hand and Notarial Seal this day and year last above written.
My commission expires July 13, 1909
(Seal) William L. Gilcrease, Notary Public.