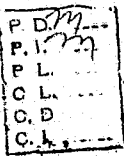


1760



James R. Stout.
To
Gar, Scott & Co.

Chattel Mortgage

Know all men by these presents, that James R. Stout of the Cherokee Nation Western Judicial Division, Indian Territory, Muskogee, has this day granted, bargained, sold and conveyed, and by these presents even hereby grant, bargain, sell and convey unto Gar, Scott & Co., (a corporation, of Richmond, Wayne County, Indiana, Mortgagee, for the sum of Nine hundred seventy-five & $\frac{1}{100}$ Dollars, in hand paid, the receipt whereof is hereby acknowledged, the personal property described as follows, to wit:

One 16 Horse Power Carless Traction Engine, Number 988X, and the usual appurtenances, manufactured by Gar, Scott & Co. One 33 x 52 Separator, Number 16326, on Wagon, with Falding Stacks, Belts, and the usual appurtenances, manufactured by Gar, Scott & Co. One - foot - inch, 4 ply Drive Belt One-self-Feeder, No - One No - Clover Huller, No - One Uncle Sam Stacker, No 2985, One 64 T. Sawmill, No - One No 1 Elevator and Weigher, No. 237.

Also 46 acres growing wheat, N.W. quarter, Sec. 16 Twp. 21, Range 14 East - 50 acres sals to be sown spring 1907. N.W. quarter, Sec. 16 Township 21. Range 14 East, 40 acres corn, to be sown spring 1907. S.E. Quarter Sec. 8, Twp. 21 Range 14 East.

Together with all increase or issue of the animals described above, all said property now being in possession of said Mortgagee, in the Nation and Judicial Division aforesaid, and free from incumbrance.

To Have and To Hold, all and singular, the aforesaid property forever; provided, nevertheless, that if said Mortgagee shall pay, or cause to be paid, unto said Mortgagee, or its assigns, the sum of Nine hundred seventy-five & $\frac{1}{100}$ dollars, with interest according to the terms of certain promissory notes signed by said Mortgagee, and payable to Gar, Scott & Co., or order, as follows, to wit:

\$1453 $\frac{7}{10}$ dated Nov. 7 1904 due July 1 1905, with interest at 10 per cent per annum from date, or any notes which may be given in lieu of the same, then this instrument shall be void, otherwise to remain in full force and effect.

It is agreed that the Mortgagee may, at their own expense, continue in the possession and use of the property herein mortgaged, subject, however to the ^{conditions} following:

In case default shall be made in payment, when due, of any of the notes hereby secured, or the interest thereon; or if the Mortgagee shall sell, assign, lease or dispose of, or attempt to sell, assign, lease or dispose of the whole or any part of said property, or move or attempt to move all or any part thereof from said Cherokee Nation Western Judicial Division, without the written consent of the Mortgagee; or if said property shall be