

1858

P.D.M.
F. 17221
P.L.
C.L.
C.D.
C.I.

J. M. Cricketon.

To

R. N. Gory

Chattel Mortgage - With Power of Sale.

This indenture, made this 18 day of Dec. 1906, between J. M. Cricketon, party of the first part and R. N. Gory, Tulsa, Indian Territory, party of the second part:

Witnesseth, That for and in consideration of the sum of (\$368⁰⁰) Three Hundred Sixty Eight Dollars, the receipt of which is hereby acknowledged, the party of the first part bargained, sold, granted, conveyed, and by these presents hereby Bargain, sell and convey to the party of the second part their executors, administrators and assigns, the following described property, the title to which he guarantees, to-wit,

10-	Canning 3 old steers brawled r left side; 16 "
16-	" 2 " others " 1 " "
2-	2 " Heifers " 1 " "
1-	" 3 " " 1 " "
1-	" 4 " Bull " 1 " "

The above cattle to be kept in Cherokee, Creek & Osage reservation - during the term of this Mortgage, to have and to hold the same unto the party of the second part their executors, 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 (\$368) Three Hundred Sixty Eight & $\frac{7}{10}$ / 100 Dollars as expressed by his certain note described as follows:

Dated, Tulsa, I.T. Dec. 18, 1906, Due, August 18, 1917; amount, \$368⁰⁰. Bearing interest from date at 8 per cent per annum.

Also, the said first party agrees that this mortgage shall secure the payment of any funds advanced him by the second party other than the said note or debt above described.

Now, if the party of the first part shall well and truly pay to the party of the second part the sum or sums hereinbefore mentioned, 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 the cost of this Trust, on or before the 18 day of Aug. A.D. 1907 then this conveyance shall be void; otherwise to remain in full force and effect. And in case any default is made in 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 written consent of the party of the second part, or in case the said party of the second part shall at any time deem himself mischevy, or that in order to properly protect said second party and secure full payment