

1905.

J. H. Kelley
To
Rawell & Son

Chattel Mortgage

This instrument, made this Nineteenth day of December 1806, be-
tween J. W. Kelley, party of the first part, and Powell and Son of
Broken Arrow, Ind. Tex., party of the second part.

Witnesseth, That for and in consideration of the sum of Thirly
one thousand Dollars, the receipt of which is 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,
its executors, administrators and assigns, the following described property,
the title to which he guarantees, to wit:

One white mare about two years old about 15 $\frac{1}{2}$ hands high - no brands. Called "Lady". One bay horse Pony white face mane Roached about 13 $\frac{1}{2}$ hands high no Brands. Called Billy; and that the same property is all of the kind described above, owned and controlled by the mafgagor now on said premises, and the above description and enumeration being intended to cover and include not only all of said property owned by said mafgagor as above, but any addition, increase and secretions thereto are included herein. The marks and brands used above to describe said property are the ones used in description as most convenient, and as the holding brands, and carry the title, although said property may have other marks or brands.

To have and to hold the same unto the party of the second part, its 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 Thirty-one thousand Dollars,
as expressed by one note of even date hereunder and payable as follows:

One note for \$1.00 dated December 19, 1906 due February 19, 1907.

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 by the party of the first part, together with the cost of this Trust, on or before the 19 day of February 1807. Then this conveyance shall be void; otherwise to remain in full force and effect; And in the 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, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part