No. 33.

P. D.
P. I.
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C. L.
C. D.
C. I.

Byron Covey to Emma Drew

Chattel Mortgage

Know All Men by These Presents: That Byron Covey and of the first part, in consideration of the sum of Two Hundred $\frac{no}{100}$ Dollars, to me in hand paid by Emma Drew of the second part, the receipt whereof is hereby acknowledged, has bargained and sold and by these presents does bargain and sell unto the said party of the second part, his executors, administrators and assigns, all the following articles of personal property, the same being the absolute property of, and now in possession of said party of the first part in the Western District Creek Nation, and within the Western District, Indian Territory, to-wit:

Undivided one-fourth interest in and to one Parker merry-go-round now owned by Frank Winters, John Moody, Robt Benson and Emma Drew. Said Emma Drew conveying to Byron Covey; one Eagle Hay bailer, used two years; one red cow, 3 yrs old, branded N on left hip, also T on left shoulder; one dehorned cow, red & white spots, branded LD on left hip and N on left side, about four years old. Also calves following said cows.

Provided, Always, and these presents are upon this express condition: That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, or to his executors, administrators or assigns, the fees for releasing this mortgage and the aforesaid sum of $200 according to the terms of a certain promissory note, of which the following is a synopsis, Viz: Date July 5, 1906; Due January 5, 1906; Signed by Byron Covey
Rate of interest eight per cent from maturity, then these presents and everything herein contained shall be void. But if default shall be made in the payment of said sum of money or any part thereof, or the interest thereon, at the time or times when by the condition of the said note the same shall become payable, or if said party of the second part shall at any time deem himself insecure for any cause, without assigning any reason therefor, or if said property is removed from the district aforesaid, then and thenceforth it shall be lawful for said party of the second part, his executors, administrators or assigns, or his authorized agent to declare said note and mortgage due, and to take said goods and chattels wherever same may be found, and dispose of same, or so much as may be necessary without appraisement, (the appraisement required by law being hereby expressly waived) at public auction, at the place where said property is found or taken, or at Tulsa, Ind. Ter., for cash in hand, upon two weeks' notice in some newspaper published in the Western District, or the county where taken, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of said sale the said party of the second part to retain the sum due him, as herein set forth, and the cost of this trust and of sale, rendering the overplus, if any, to the said party of the first part, his executors administrators or assigns, and if from any cause said property shall fail to satisfy said debt and interest aforesaid, said party of the first part hereby agrees to pay the deficiency, and until default be made as aforesaid, or until such time as the party of the second part shall deem himself insecure as aforesaid, the said party of the first part to continue in the peaceable possession of all the said goods and chattels, all which, in consideration hereof, he engages shall be kept in as good condition as the same now are, and taken care of at his proper cost and expense. It is hereby represented, and this mortgage