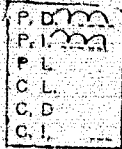


No. 462.



J. M. Wilkerson.

To,

C. C. Drew,

Chattel Mortgage with Power of Sale.

Know all Men By These Presents: That J. M. Wilkerson and — of the first part, in consideration of the sum of One Hundred Fifty (\$150.00) Dollars, to me in hand paid by C. C. Drew of the second part, the receipt whereof is hereby acknowledged, have bargained and sold and by these presents do 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 at his farm or ranch in the Western District, Creek Nation, and within the Western District, Indian Territory, three miles south and two east of Tulsa, D. T. One light buckskin horse, five years old, fourteen hands high, weight 200 lbs; branded S on left shoulder and X on left thigh; one dark buckskin horse, four years old, thirteen hands high, weight 650 lbs, branded F on left shoulder; one black & white spotted cow; 5 yrs old; weighs 550 lbs; no brand.

Provided, always, and these presents are given on 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 the mortgage, and the aforesaid sum of \$150.00 according to the terms of a certain promissory note, of which the following is a synopsis, viz: Date Aug 11, 1906; due \$10 per month for 5 months the balance due Feb. 11, 1907. Signed by J. M. Wilkerson Rate of interest 8 percent. from date, 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, D. T. for cash in hand, upon two weeks notice in some newspaper published in the Western District, or the county where taken, or by written notices posted in five (5) conspicuous places near the property 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 for 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 its proper cost and expense. It is hereby presented, and this mortgage is accepted on the faith of said representations, that there are no liens or claims of any kind on the above property, but this mortgage is a first lien thereon.

In Witness Whereof, The party of the first part has hereunto set his hand the 11 day of August, A.D. 1906.

Signed in the Presence of

J. M. Wilkerson, (Seal)

United States of America, Indian Territory, Western District.

On this 14th day of August, A.D. 1906 before me, a notary public within and for said Western District, Indian