

No. 644.

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

J. Y. Brand & S. W. Smith,

To

E. M. Miller & Co.

Mortgage with power of sale.

Know all Men by these Presents: That We the undersigned J. Y. Brand and S. W. Smith of Tulsa, Indian Territory in consideration of the sum of eight hundred and fifty & no/100 Dollars to us paid by E. M. Miller & Co., of Quincy, State of Illinois, do sell, assign, transfer and let over, unto said E. M. Miller & Co., of Quincy, Ill.; their executors, administrators and assigns, One fine glass Landa with Pump handles built in body, trimmed inside with Tan Leather cushions & backer and smooth Red cloth Top & Winter Fobs, Rosewood window frames, Leather drivers seat, Linken Roller Bearing Axles, Gum Patent wheels, Complete with 13H" Rubber Tires, said Landa built by E. M. Miller & Co. and numbered by them 5138.

Upon Condition, That if We pay to said E. M. Miller & Co., their executors, administrators and assigns Seventeen promissory Notes dated Aug. 13-1906 due in monthly order. One, two, three, four, five, six, seven, eight, nine, ten, eleven, twelve, thirteen, fourteen, fifteen, sixteen and seventeen months after date respectively. Each of said Notes being for the sum of fifty (50) Dollars and each with interest from date at the rate of six percent per annum.

then this conveyance shall be void, otherwise to remain in full force and effect. And in case default be made in the payment of the debt above mentioned, or any part thereof, or of the interest due thereon, on any day when the same ought to be paid, then the whole sum shall at the election of the said E. M. Miller & Co. become immediately due and payable.

The property hereby sold and conveyed to remain in Our possession until default be made in the payment of the said debt and interest, or any part thereof; but in case of a sale or liquidation, or attempt to sell or liquidate said property, or a removal of or attempt to remove the same from said Tulsa Indian Territory or an unreasonable depreciation in value thereof, then said E. M. Miller & Co., or their legal representatives, may take the said property, or any part thereof into their possession.

Upon taking possession of said property, or any part thereof, either in case of default or as above provided, then said E. M. Miller & Co., or their legal representatives, may proceed to sell the same, or any part thereof at public auction, or private sale, to the highest bidder for cash, with or without public notice of the time, terms and place of sale. And after satisfying the necessary costs, charges and expenses incurred by them and paying said debt and interest out of the proceeds of such sale, they shall pay over the surplus if any to Us or Our legal representatives.

In Witness Whereof, We have hereunto set Our hand and seal, this 22th day of August A.D. 1906.

Signed, Sealed and delivered in Presence of

J. Y. Brand (Seal)

S. W. Smith (Seal)

State of Indian Territory, of Western District, ss. On this 25th day of Aug. 1906, before me personally appeared J. Y. Brand and S. W. Smith to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Tulsa, D. T. this day and year first above written.

(Seal) Tulsa, Ind. Terr.

My term expires June 11, 1910.

Samuel P. McBriney
Notary Public.

Filed for Record Aug. 25, 1906, at 10:00 a.m.

Otto Larson

Notary Public & Ex-Officio Recorder.