No. 786.

P. D. [illegible]
P. [illegible]
P. L.
C. L. [illegible]
C. D.
C. I.

W. M. Eickstein & Co,
To
Lawrence County Bank, Pierce City Mo.

Chattel Mortgage — With Power of Sale.

This Indenture, made this Fourth day of September 1906, between W. M. Eickstein & Co of Pine P. O. in the Osage Nation Ok Ty (hereinafter known as the mortgagor), of the first part, and The Lawrence County Bank, Pierce City Mo. (hereinafter known as the Mortgagee), of the second part.

Witnesseth, That in consideration of the sum of One Dollar, the receipt of which is hereby acknowledged, and the further consideration hereinafter expressed, the Mortgagor doth hereby bargain, sell and convey to the mortgagee, its successors and assigns, the following described property, to-wit:

(212) Two hundred twelve head of native (2) Two and (3) year old steers Brand E on left shoulder also (150) one hundred and fifty head of native (1) one (2) two and (3) three year old steers Brand F left hip all located in Osage Nation Ok Ter on ranch known as John Freeman Ranch which said property is now in the possession of the Mortgagor and free from liens or encumbrances of any kind whatever:

To Have and To Hold unto the mortgagee, its successors and assigns, to their sole use and benefit forever; provided, that if the Mortgagor shall well and truly pay and discharge at maturity, the following described notes and interest thereon, to-wit:

One note dated Sep 4th 1906, due Sep 4th 1907, for $9845.50/100 One note dated — 19 —, due — 19 —, for $ —
One note dated — 19 —, due — 19 —, for $ — and all other indebtedness due or to become due to the Mortgagee or its assigns, at or after maturity of said notes, then this conveyance shall be void, otherwise in full force and effect.

If any of said notes or other indebtedness as aforesaid be not duly paid, principal and interest, when due, then it is agreed that the whole amount of said notes and other indebtedness as aforesaid shall be due and payable.

And in case any default shall be made in the payment of any of said notes or other indebtedness, or any part thereof, or should the Mortgagor sell or attempt to sell or otherwise dispose of the property hereby conveyed, or any part thereof, without the consent of the Mortgagee or its assigns, or should any of said property be levied on by attachment, or otherwise, or should the Mortgagee or its assigns at any time feel insecure, then in either event the mortgagee or its assigns, its agent or its attorneys, is hereby authorized to take possession of the property without process of law and sell and dispose of the same at public or private sale; if at public sale after ten days notice by printed or written notices posted in conspicuous places, at which sale any of the parties hereunto may purchase as other parties, and after satisfying the amount of said notes and all other indebtedness to the holder of this mortgage then existing and all the expenses, the surplus, if any, shall be paid over to the mortgagor or his legal representative or assigns.

And the Mortgagor hereby waives any and all rights of appraisement, sale and redemption secured to him by Chapter CX of Mansfield's Digest of the Statutes of Arkansas, extended over and put into force in the Ind. Territory by the act of Congress May 2, 1890.

In Testimony Whereof, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of
W. R. Ritchie
J. W. Hagler witnesses

W. M. Eickstein & Co. (Seal)
By W. M. Eickstein (Seal)

Acknowledgment.

United States of America, The Indian Territory, Western District.

On this 4th day of September 1906, before me, the undersigned authority, appeared in person W. M. Eickstein of the firm of W. M. Eickstein & Co. to me personally known as the person whose name appears