COMPARED

No. 923.

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

Paul Clinton,
to
J. H. McBirney,

Chattel Mortgage with power of sale

Know All Men By These Presents: That Paul Clinton and — of the first part, in consideration of the sum of Four hundred Dollars to me in hand paid by J. H. McBirney 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 at his farm or ranch in the Western District Creek Nation an within the Western District, Indian Territory, to-wit;

A one third interest in about 50 acres of corn on my place 2 1/2 miles South & West of Tulsa, Ind. Ter.

One bay driving mare named "Lizzy" bought of W. W. Leonard, Kept in Tulsa, Ind. Ter.

One Jersey Cow branded -V- on left hip

One red cow branded P on left side the cows Kept in pasture 6 miles S.E. of Tulsa.

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 $400.00 according to the terms of a certain promissory note of which the following is a synopsis, viz:

Date Sept 20 1906; Due March 20, 1907. Signed by Paul Clinton Rate of interest — 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 reasons therefor, or if said property is removed from the district aforesaid, then and thence forth 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 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 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 its proper cost and expense. It is hereby represented, and this mortgage is accepted on the faith of said representation, that there are no liens or claims of any kind on the above property, but this mortgage is