No. 297.

P. D.
P. I. 221
P. L.
C. L.
C. D.
C. I.

C. H. Scaggs.

To

Bank of Commerce, Tulsa, I.T.

Chattel Mortgage With Power of Sale.

Know All Men By These Presents: That C. H. Scaggs and — of the first part, in consideration of the sum of One hundred & fifty Dollars to me in hand paid by Bank of Commerce 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 Cherokee Nation, an within the Western District, Indian Territory, to-wit: Four head of yearling heifers, sixteen head of yearling steers all branded Ω on right hip and all kept on my lease four miles East of Tulsa, Ind. Ter.

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 $150.00 according to the terms of a certain promissory note, of which the following is a synopsis, viz: Date 7/28, 1906; Due Oct 28, 1906, Signed by C. H. Scaggs. Rate of Interest 8 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 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 for cash in hand, after 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 a first lien thereon.

In Witness Whereof, The party of the first part has hereunto set his hand the 28th day of July A.D. 1906.

C. H. Scaggs (Seal)