

RECORDED

No. 1432

J. J. Shimp, et al.

vs.

Chattel Mortgage.

Nichols & Shepard Company.

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

Whereas, the undersigned J. J. and J. H. Shimp of the Township of — in the County of West & 7 Cherokee Nation and State of Indian Territory, Mortgagors, is jointly indebted to Nichols & Shepard Company, a Michigan Corporation, with its principal office in the City of Battle Creek, in the County of Calhoun, and State of Michigan, Mortgagee, in the sum of One Hundred Eighty Three and $\frac{20}{100}$ Dollars, to be paid according to the terms of one promissory note, made and executed by the mortgagors herein, and payable to the said Nichols & Shepard Company, or order, as follows:—

One Note dated November 10, 1906, due August 1, 1907, for \$183 $\frac{20}{100}$. With interest as expressed in said note, all of which the mortgagors herein jointly and severally agree to pay.

Now, therefore, in consideration of such indebtedness, and in order to secure the payment of the same as aforesaid, and any notes which may be taken in lieu thereof, the said mortgagors do hereby sell, assign, transfer, set over and mortgage to said Nichols & Shepard Company, the following described goods and chattels, to-wit:— One Nichols & Shepard Company 16 Horse Section Steam Engine complete, Shop No. 7348. One Nichols & Shepard Company Grain Separator, with 32 inch cylinder, 32 inch Run, complete, Shop No. 12445. One Nichols & Shepard Company Wind Stacker, Shop No. — One Nichols & Shepard Company Self Feeder, size 32 inch. With straw stacker, Belts, Trunks, Cargers, Weighers and all fixtures and appurtenances with or belonging to the said machinery, or which hereafter may be attached to or used with said machinery, by said mortgagors also one-half of the gross earnings of the above described machinery, until above described notes are fully paid.

Also three Bay Hobbings aged 11 years weight about 1000 lbs, named Frank - Coghlan - Parbody. One Bay Gelding aged 12 yrs weight 1200 lbs, named Charley. Four cows aged 2 yrs, color red, branded JS on left hip.
One spotted cow " 9 " no brands on left
One black " " 9 " branded JS on left hip

All the said personal property being now owned by and in the possession of the said mortgagors, in the Township of — in the County of West & 7, Cherokee Nation and State of Indian Territory, which said above described property, at the date of these presents, is free and clear of liens, encumbrances, incumbrances and levies.

Provided, However, that if said debt and interest be paid as above specified, this sale and transfer shall be void.

The property herein mortgaged is to remain in possession of said mortgagors until default be made in the payment of the debt and interest aforesaid, or some part thereof, unless sooner determined, as hereinafter provided.

But in case default shall be made in the payment of the sum of money mentioned in either of the notes above referred to, or the interest thereon, or any part thereof, at the time limited for the payment of the same, or if said mortgagors shall refuse or neglect to pay said mortgage, without demand therefor as fast as collected in cash, one-half of the gross earnings of the said machinery, whether said notes are due or not, or if said mortgagors shall use said earnings for other purposes than the payment of the debt hereby secured, or if said mortgagors shall sell, assign, remove, dispose of, or attempt to sell, assign, remove or dispose of, the whole or any part of the goods and chattels, or if the said mortgage, or its successors or assigns, shall deem itself insecure, then the whole amount of said sum of money, in said notes mentioned, which shall not have been paid, shall become immediately due and payable, if said mortgage shall so elect, and the said mortgage, its successors or assigns, shall have the right and be entitled to declare all of said notes due and payable, any thing in said notes to the contrary notwithstanding, and then and from that date it shall and may be lawful for the said mortgage, its successors or assigns, or its authorized agents, to enter upon the premises of the mortgagors, or any place or places where the said goods and chattels, or any part thereof, may be, and take possession thereof, and to remove the same to any place or places it may deem best, and to sell and dispose of the same, and all equity of redemption therein for the best price or prices that can be obtained therefor, at public auction, in the manner provided by law, or for due and legal notice of such sale, not private sale, with or without notice, for cash or on credit as the said mortgage,