

No. 1575.

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

Henry Richerson,

do

Geo. M. Jareway,

Chattel Mortgage with power of sale.

Know all Men by these Presents: That Henry Richerson of Shiatook post office and Osage Nation, Oklahoma Territory party of the first part, and Geo. M. Jareway of Shiatook, 2d party of the second part.

Witnesseth: That for and in consideration of the sum of twenty seven hundred, sixty five and no/100 Dollars, the receipt of which is hereby acknowledged party of the first part has herewith bargained, sold, granted, conveyed, and by these presents hereby bargain, sell and convey to the party of the second part his executors, administrators and assigns, the following described property, the title and right to so do which he guarantees as against any former liens or mortgages, to-wit:

2 mixed colored mules, about 10 & 11 years old. 2 black mules about 8 & 9 years old. 3 yearling steers branded 21. 1 horse, brown weight about 1100. 2 mares, bay color, about 9 & 10 years old. 1 bay mare and spring colt. 3 sets of double worn harness, 2/3 interest in 100 acres of corn in field or crib on Jim Reeves place in Osage Nation, 8 head of hogs, mixed lot, all ages under half crop in each ear. Ten cows eight calves, 2 steers, 5 heifers and 1 bull, branded with the letter B on under half crop in each ear and 21 on side. 1 fish River Wagon 1 Canton P.O. fence, 1 lister 2 cultivators. 1 wire shed, 1 walking plow, and three gang plow.

to have and to hold the same unto party of the second part his executors, administrators and assigns forever, conditional, however, as follows.

Whereas said party of the first part is indebted to the party of the second part in the sum of twenty seven hundred sixty five and no/100 Dollars, as expressed by the following described note: Note 10, 2, 1906. Due June 2, 1907. Amount \$2765.00 Interest 5 percent per annum after maturity.

Now if said party of the first part shall well and truly pay to the party of the second part the sum herein before mentioned and all the indebtedness, including notes given or overdrawn not to exceed five hundred dollars which may be due to the party of the second part by the party of the first part together with all costs of this trust and the fees for closing same, on or before the date of maturity as above mentioned then this conveyance shall be void; otherwise to remain in full force and effect. And in case any default is made in payment of said indebtedness, as herein set forth, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, or attempt to sell, ship, remove or otherwise dispose of the property herein conveyed without the written consent of the party of the second part, or in case the said party of the second part shall at any time deem himself insecure, or in order to properly protect himself and secure full payment of the above mentioned indebtedness, without assigning a reason therefor, then in either event, the party of the second part his agent, attorney, administrator or assignee, is hereby authorized and empowered to take charge of said property on demand, without process of law and sell or dispose of the same, or so much as may be necessary to satisfy above indebtedness together with all the expenses of taking, keeping and advertising said property for sale, (the appointment required by law being hereby expressly waived) at public auction, at the place where said property is found or taken, or at Shiatook, Indian Territory, for cash in hand, upon two weeks notice in some newspaper published in the Northern District, or the county where taken, or by written notice posted up 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 return 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 for any cause said property shall fail to satisfy said debt and interest as 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.