

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

Ernest Drew,
Jr.

W. W. Drew

Chattel Mortgage - With Power of Sale.

This indenture, made this 1st day of March 1902 between Ernest Drew of Tulsa, P. O., in the Western District of the Indian Territory (hereinafter known as the Mortgagor), of the first part and C. C. Drew of Tulsa, Ind. Ter., (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 herein after expressed, the Mortgagor doth hereby bargain, sell and convey to the Mortgagee, his heirs and assigns, the following described property, to wit:

One pair of horse mules weighing 1000 lbs. each, age respectively 8 and 9 years, one bay and one yellow; one pair of horses; one 10 years old weighing 1000 lbs., dapple gray and the other 9 years old weighing 1200 lbs., white; two work harnesses, one for each team; two wagons, one Studebaker and one Milburn; one spring wagon, 4 wheeling; one riding lister, Rock Island, two cultivators; one harrow; one stalk cutter, Rock Island, which said property is now in the possession of the Mortgagor and free from liens or encumbrances of any kind whatever.

So Have and So Hold unto the Mortgagee, his heirs 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 note and interest thereon, to wit:

One note dated March 1st, 1902, due September 1st, 1902, for \$500 with interest at 8 per cent. from date, and all other indebtedness due not become due to the Mortgagee or his 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 fail to make them in either event the Mortgagee or its assigns, its agent or its attorney 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 herein may purchase as other parties, and after satisfying the amount of said notes and all other indebtedness to the holder of this Mortgage thereon, and all the expenses, the surplus, if any, shall be paid to the Mortgagor or his legal representative or assigns. And the Mortgagor hereby waives any and all rights of appraisal, sale and redemption secured to him by Chapter CX of Mansfield's Digest of the Statutes of Arkansas as 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 } Ernest Drew (Seal)

Acknowledgment. United States of America, the Indian Territory, Western District. On this 1st day of March 1902, before me, the undersigned authority appearing, personally known to me as the person whose name appears upon the within and foregoing instrument as the Mortgagor, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby so certify.

In testimony whereof, I have hereunto set my hand and seal as Notary Public within and for the Western District of the Indian Territory the day and year above written.
(Seal) Western District, Ind.
My commission expires April 5th, 1910.

Robert W. Meier
Notary Public.

Filed for Record Mar. 2, 1902, at 3:22 P. M.
The Notary
Deputy Clerk & Officer Recorder.