

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

W. J. Leahy & C. N. Pindow

to

G. M. Smith

Chattel Mortgage

Know all Men by these Presents, that W. J. Leahy & C. N. Pindow, P. D. Pawhuska, O. S., citizens and residents of the Osage Indian Reservation, and of Territory of Oklahoma, party of the first part, in consideration of the sum of twenty one thousand six hundred and twenty eight & 23/100ths dollars to them paid by G. M. Smith of Jackson County, Missouri, party of the second part, the receipt whereof is hereby acknowledged, and for the purposes hereinafter expressed, have sold, assigned and delivered, and by these presents do sell, assign and deliver unto said second party, its successors, and assigns, all the following articles of personal property situated in the Creek Nation, and of Indian Territory, to wit:

(628) Six Hundred and seventy eight head of coming four and five years old steers, branded as follows:

318 head branded U on right shoulder,

360 head branded O on right shoulder,

the above described cattle are the identical cattle purchased of Wm. Thompson over about February first, 1902, by parties of the first part, said cattle being now located in pastures situate about five (5) miles West of Broken Arrow, O. S., and there to be held until about March 1st, 1902, at which time they are to be moved to pastures situate in the vicinity of Pawhuska, O. S., Osage Nation and there to be held until this mortgage is fully satisfied.

Also included in this mortgage is sufficient feed, which is to be fed to the above described cattle in order to keep them in good thriving condition,

together with all increase and additions thereto, whether by purchase or otherwise, all of which are especially included herein. Provided always, and these presents are upon these express conditions, to wit:

That said parties of the first part shall pay or cause to be paid unto said party of the second part, its successors or assigns:

First: the aforesaid sum of twenty one thousand six hundred and twenty eight & 23/100 dollars (\$21,628.23) according to the terms of three certain promissory notes of even date herewith, and payable to the order of the second party as follows:

One Note for \$6282.00, dated February 11, 1902, payable August 1, 1902, without grace

One Note for \$6264.50, dated February 11, 1902, payable August 20, 1902, without grace,

One Note for \$9122.23, dated February 11, 1902, payable Sept. 20, 1902, without grace,

One Note for \$ dated payable without grace.

with interest thereon at the rate of eight percent per annum from maturity, all payable at the office of the Richman National Bank of Quincy, Illinois, or according to the terms of any extension or of any renewal note or obligation.

Second: All sums loaned, advanced or expended by the second party, its successors or assigns of said indebtedness, or any part thereof, for the maintenance or transportation of said property, or for any purpose therein, and all indebtedness to the second parties for services in connection with any part of same.

Third: all indebtedness of any character created or maturing while any indebtedness of the character mentioned in the two aforesaid paragraphs remain unpaid.

Fourth: on account of all said debts, loans, advances and expenditures this mortgage is and shall be a continuing security. It is hereby mutually consented and agreed by and between the parties hereto:

That: that until default herein, or until said second party, its successors or assigns shall deem themselves insured, the first parties may retain possession of said property.