



A. J. Warner,

to

J. S. Bilby

Chattel Mortgage with power of sale.

This indenture, made this 8 day of October 1906, between A. J. Warner Wilcox Co. D. S. party of the first part, and J. S. Bilby Broken Arrow D. S. party of the second part.

Witnesseth, that for and in consideration of the sum of One Hundred Nine and no/100 dollars, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted, conveyed and by these presents hereby bargains, sells and conveys to the party of the second part, his executors, administrators and assigns, the following described property, the title to which he guarantees to wit: One dew horse 5 years old 15 hands high not branded weigh 950 lbs. named Eunice, One sorrel horse 3 years old 15 hands high not branded weigh 950 lbs. named Ben, One sorrell mare 6 years old 15 hands high branded H on left shoulder, weigh 1000 lbs. named: Mand. The above described stock are on 1/4 mile north of Alsuma D. S. and that the same property is all of the kind described above owned and controlled by the mortgagor now on said premises, and the above description and enumeration being intended to cover and include not only all of said property owned by said mortgagor as above, but any addition, increase and accretions that are included herein. The marks and brands used above to describe said property are the ones used in descriptions as most convenient, and as the holding brand, and carry the title, although said property may have other marks or brands.

So have and to hold the same unto the party of the second part, executors, administrators and assigns forever; conditioned, survived, as follows:

Whereas, the said party of the first part is indebted to the party of the second part in the sum of One hundred Nine and no/100 dollars as evidenced by one note of even date herewith and payable as follows: One note for \$109.00 dated Oct 8, 1906, due Jan 1, 1907 One note for \$1.00 dated 1, 1907, due 1, 1908.

Now, if the 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 other indebtedness which may then be due to the party of the second part by the party of the first part, together with the cost of this suit, on or before the 1 day of Jan, 1907 then this conveyance shall be void, otherwise to remain in full force and effect. And in the case any default shall be made in the payment of said indebtedness, as herein set forth, or shall the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, ship, move or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, or in case the party of the second part shall at any time, deem it necessary, without the consent of the party of the first part, or in case the party of the second part shall at any time, deem it necessary, or deem that, in order to properly protect self and secure full payment of the above mentioned indebtedness such action shall be necessary then, in either event, the party of the second part, agent or attorney, 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 as much as may be necessary at public sale without appraisement (the appraisement required by law being hereby expressly waived) at Broken Arrow, Indian Territory, for cash in hand, or for two weeks notice in some news paper published in the Western District, Indian Territory, or by written notices posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of sale the said party of the second part to retain the sum due self as herein set forth, and the cost of this suit and of sale, rendering the over plus, if any, to the said party of the first part his executors, administrators or assigns.

Given under my hand and seal - this 8 day of Oct, 1906,

A. J. Warner

(Seal)