COMPARED

No. 2266.

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

J. S. Norisez.
To.
Farmer's National Bank.

Chattel Mortgage - With Power of Sale.

This Indenture, Made this 18th day of October 1906, between J. S. Norisez party of the first part and Farmers National Bank, Tulsa, Indian Territory, party of the second part.

Witnesseth, That for and in consideration of the sum of Fourteen hundred Dollars the receipt of which is hereby acknowledged, the party of the first part Bargained, Sold, Granted, Conveyed, and by these presents hereby Bargain, Sell and Convey to the party of the second part their executors, administrators and assigns, the following described property, the title to which he guarantees, to-wit: One hundred forty five head of mixed Cattle various ages being all the cattle I now have and raised since first mortgaging to the Farmers National Bank, Sept 26th 1905 the said bunch then consisting of 115 head of mixed cattle, Containing also 3 big bulls and all increase of said bunch. The prevailing brand being O and ON on right hip, but few have no brands at al & few have various brands, & Kept near my premises leased of Alex Bill in Creek Nation.

To have and to hold the same unto the party of the second part their executors, administrators and assigns forever, conditioned, however, as follows:

Whereas, The said party of the first part is indebted to the party of the second part in the sum of Fourteen hundred Dollars as expressed by his certain 2 notes described as follow: Two notes One Dated Tulsa, I.T. Sept 26-1905 Due Dec 26th-1905 amount $1400.00 end $200.00 3/24/06 One Dated, Tulsa, I.T. Oct 18-1906, Due Dec 15th-1906; Amount $200.00, Each Bearing interest from Maturity at 8 per cent per annum, with privilege of extending on payment of int.

Also, The said first party agrees that this mortgage shall secure the payment of any funds advanced him by the second party other than the said notes or debt above described,

Now, if the party of the first part shall well and truly pay to the party of the second part the sum or sums hereinbefore 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 Trust, on or before the 18th day of December A.D. 1906, for 200.00 note & Dec 26th for Bal of $1400 note 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, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof 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 that in order to properly protect said second party 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 are 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 necessary, at public or private sale without appraisement (the appraisement required by law being hereby expressly waived,) at the premises described above or at — for cash in hand, upon two weeks' notice in some news paper published in the Western District, Indian Territory, or by written notice, 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 such sale the said party of the second part to retain the sum due them, 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 and assigns.