

CHattel Mortgage.

THIS MORTGAGE, Made this 2d, day of January, - A. D., 1909, by Ernest Drew mortgagor, residing in Tulsa County, Oklahoma, to Emma Drew, of Tulsa, Oklahoma.

WITNESSETH: That said mortgagor hereby mortgage to said Emma Drew, mortgagee, all the following described property to wit:

One span of horse mules, aged 10 and 11 years, weight about 1000 lbs. each: one bay and one yellow: One span horses, one being dapple gray, age 12 years, weight about 1050 lbs. and one being white, aged about 11 years, weight about 1200 lbs. Two sets of work harness: One Two horse Studebaker Wagon; one Milburn Two - horse wagon; one spring wagon; one riding Lister, Rock Island; Two Cultivators; One Harrow; one stalk cutter, Rock Island, all of said property being in possession of ^{the} said mortgagor on the C. C. and Earnest Drew farm, Southeast of Tulsa. In cluding all the property of similar description owned or kept by mortgagor, as security for the payment of the following described note, executed and delivered by Ernest Drew, as joint and several principals and payable to the order of the said Emma Drew, in Tulsa, Oklahoma, without grace and with interest at 8 percentum, per annum from maturity until fully paid, to-wit:

One note for \$822.00 dated Jan'y. 2d, 1909, payable Jan'y. 2d, 1910.

For the purpose of obtaining the above credit the mortgagor ^{fully} represents and warrants to said mortgagee that all the said property is owned by ~~the~~ said mortgagor and is free and clear of all ^{incumbrances} ~~incumbrances~~, and is now in mortgagor's exclusive possession and in Tulsa County Oklahoma.

It is specially stipulated between the parties hereto that the lien of this mortgage ~~shall~~ shall attach to all increase and increment of said mortgaged property as fully as though here in specifically described, and the conditions of this mortgage are such that the mortgagor covenants that he will not sell, mortgage or otherwise dispose of said property or any part thereof; nor suffer nor permit any part of the same to become subject to any lien of any kind whatsoever until this mortgage is fully satisfied, and that he will not remove ~~or~~ or permit any part of said property to be removed, nor go, nor be out of ^{the} said Tulsa County while this mortgage remains a valid lien for any sum thereon.

Mortgagor further covenants that he will pay or cause to be ^{paid} ~~be~~ said note or notes and each of them at maturity. It is further ^{expressly} stipulated between the parties hereto that no waiver or modification of any of the conditions of this mortgage shall be deemed to be made unless the same be in writing and duly signed by the mortgagee.

Now until breach be made in some of the conditions hereof, or until such time as mortgagee may deem himself insecure, the said mortgagor shall have possession of the said property and the use and benefit thereof, and shall keep and maintain the same at the mortgagors own proper cost and expense; but upon breach of any of the conditions aforesaid, or ^{at} ~~at~~ any time after the said mortgagee shall deem the said mortgage insecure, or if any of the above described notes be not paid when due, then and in either event the mortgagee may at his option and without notice, declare all ^{the} ~~of the~~ said notes and indebtedness due and payable, and ^{may} ~~may~~ by his agents or attorneys, take possession of all or any part of the said mortgaged property and foreclose this mortgage in any manner provided by the Statutes of Oklahoma as they shall elect, or by sale of the said property, either at public auction or private bargain and either with or without notice, and apply the proceeds to the satisfaction of the obligation secured hereby and all necessary costs and expenses of such foreclosure and sale, and to the satisfaction of any other obligation from mortgagor then owing to ~~the~~ said mortgagees, together with an attorney's fee of Twenty five dollars and ten per cent of the principal amount of said mortgage indebtedness if this mortgage is foreclosed by and attorney of record of this state