

Witness our hands this 28th day of October 1909.

Executed and delivered  
in presence of.

James O. Smith

Ida M. Smith.

STATE OF OKLAHOMA }  
TULSA COUNTY } S.S.

Before me (the undersigned) a Notary Public, in and for said County and Stated, on this 2nd day of Nov. 1909, personally appeared James O. Smith and Ida M. Smith his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

(SEAL) My commission expires Feb. 15, 1910.

Henry L. Reed, Notary Public.

Filed for record at Tulsa Nov. 16, 1909 at 8:30 o'clock A.M.

H.C. Walkley, Register of Deeds (SEAL)

CHATEL MORTGAGE--SPECIAL FORM

KNOW ALL MEN BY THESE PRESENTS: That J. H. Pence, and Malissa Pence of Tulsa County, State of Oklahoma, of the first part in consideration of the sum of One Hundred Forty Seven and 25/100 Dollars to him in hand paid by E. K. Moss, of the second part, the receipt whereof is hereby acknowledged, has bargained and sold, and by these presents does bargain and sell unto the said party of the second part, his heirs, executors, administrators successors and assigns, all and singular the following described personal property, the same being unincumbered, owned entirely by and now in possession of said party of the first part, at his Residence near Leonard, Okla. in-----Township, Tulsa County, State of Oklahoma, and not claimed by him as exempt by law from seizure and sale upon any attachment, execution or other process issued from any court in the State of Oklahoma, to-wit:

One bay horse 16 hands high, branded FC on left shoulder, 8 years old, One sorrel horse 15 hands high, branded IX on left hip, 10 years old one set of full leather tugs wagon harness, One bay horse 16 hands high, no brands, named Charley, One 3 inch lumber wagon, T.G. Mandt make.

Provided ALWAYS, and these presents are upon this express condition: That if the said party of the first part shall pay or cause to be paid to the said party of the second part, or to his heirs, executors, administrators, successors or assigns, the aforesaid sum of \$147.25 according to the terms of a certain promissory note this day executed by said J.H. Pence & Malissa Pence to said E. K. Moss (and all the renewals thereof) of which the following is a true synopsis, to-wit:

One note dated Haskell State of Oklahoma, November 18th 1909 for \$147.25, due April 15th 1910 after date with 10 per cent interest per annum from Maturity until paid and,

And which said notes the said party of the first part hereby agrees to pay, then these presents and everything herein contained shall be void. But if default be made in the payment of said sum of money or the interest thereon, or any part thereof, at the time or times when by the conditions of said

COMPARED