

No. 2219.  
**Chattel Mortgage With Power of Sale.**

20898

P.D.M.  
 P. 122  
 F.L.  
 C.L.  
 C.D.  
 C.I.

**KNOW ALL MEN BY THESE PRESENTS:**

That J. J. Brewster and \_\_\_\_\_  
 of the first part, in consideration of the sum of One hundred and seventy 9/100 DOLLARS  
 to him in hand paid by J. S. Bowman of the second part, the receipt whereof is hereby acknowledged,  
 have bargained and sold and by these presents do bargain and sell unto the said party of the second part, his executors, administrators and assigns,  
 all the following articles of personal property, the same being the absolute property of, and now in possession of said party of the first part at his farm or  
 ranch in the Osage Nation 10 miles Northwest of Tulsa, D. I.  
 Nation, and within the \_\_\_\_\_ District, Indian Territory, to wit:

One sorrel mare about 500 pounds weight three years old about 14 hands high and One sorrel mare about  
500 pounds weight three years old, about 14 hands high - and One sorrel mare about 500 pounds weight three  
years old, about 12 hands high - and One sorrel mare three years old, about 14 hands high and weight about  
500 pounds.

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 executors, administrators or assigns, the fees for releasing this mortgage, and the aforesaid sum of \$ 1.70 00

according to the terms of one certain promissory note of which the following is a synopsis, viz:  
 Date Jan'y 3 1907 note Due November 30 1907 for \$ 170.00 Signed by J. J. Brewster Laura Piggley  
 Date 190 ; Due 190 Signed by \_\_\_\_\_

Rate of interest 6 per cent from date, then these presents and everything herein contained shall be void. But if default shall be made  
 in the payment of said sum of money or any part thereof, or the interest thereon, at the time or times when by the conditions of the said note, the same shall  
 become payable, or if said party of the second part shall at any time deem himself insecure for any cause, without assigning any reason therefor, or if said  
 property is removed from the district aforesaid, then and thenceforth it shall be lawful for said party of the second part, his executors, administrators or as-  
 signs, or his authorized agent, to declare said note and mortgage due, and to take said goods and chattels wherever the same may be found, and dispose of same  
 or so much as may be necessary, without appraisal (the appraisal required by law being hereby expressly waived), at public auction, at the place  
 where said property is found or taken, or at Tulsa, D. I. for cash in hand, upon two weeks notice in some newspaper published in the \_\_\_\_\_  
Western District, or the county where taken, or by written notices posted in four conspicuous places near the property, at which sale

any of the parties hereto may purchase as other parties, and out of the proceeds of said sale, the said party of the second part to retain the sum due him,  
 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 or  
 assigns, and if from any cause said property shall fail to satisfy said debt and interest aforesaid, said party of the first part hereby agrees to pay the deficiency,  
 and until default be made as aforesaid, or until such time as the party of the second part shall deem himself insecure as aforesaid, the said party of the first  
 part to continue in the peaceable possession of all the said goods and chattels, all of which, in consideration hereof, he engages shall be kept in as good con-  
 dition as the same now are, and taken care of at his proper cost and expense. It is hereby represented, and this mortgage is accepted on the faith of said  
 representation, that there are no liens or claims of any kind on the above property, but this mortgage is a first lien thereon.

**In Witness Whereof,** The party of the first part has hereunto set his hand this 3d day of January A. D. 1907  
 SIGNED IN THE PRESENCE OF  
C. W. Buttsworth J. J. Brewster (SEAL)  
 \_\_\_\_\_ (SEAL)

UNITED STATES OF AMERICA, Indian Territory, Western District.

On this 3d day of January A. D. 1906 before me, a Notary Public within and for said Western  
 District, Indian Territory, appeared in person J. J. Brewster and \_\_\_\_\_  
 to me personally well known as the person whose name appears upon the within and foregoing conveyance as the part of grantor, and stated  
 that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby certify.

**In Testimony Whereof,** I have hereunto set my hand and affixed my notarial seal on the date last above written.

(SEAL) Western District, Tulsa, D. I. W. W. Abbott  
 My commission expires 15th day of November A. D. 1908 Notary Public.

UNITED STATES OF AMERICA, Indian Territory, \_\_\_\_\_ District

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 190 \_\_\_\_\_ before me, a Notary Public within and for said \_\_\_\_\_  
 District Indian Territory, appeared in person \_\_\_\_\_  
 to me personally well known as the person whose name appears upon and within the foregoing conveyance as the part \_\_\_\_\_ grantor \_\_\_\_\_ and stated  
 that he \_\_\_\_\_ executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby certify.

**In Testimony Whereof,** I have hereunto set my hand and affixed my Notarial seal on the date last above written.

(SEAL) \_\_\_\_\_  
 My commission expires \_\_\_\_\_ A. D. 190 \_\_\_\_\_ Notary Public.

Filed for record Jan 12 1907 at 2 40 o'clock P M.

Chas. Linton  
 Deputy Clerk and Ex-Officio Recorder.