

No. 2975  
**Chattel Mortgage With Power of Sale.**

**KNOW ALL MEN BY THESE PRESENTS:**

That W. T. Jones and \_\_\_\_\_  
 of the first part, in consideration of the sum of sixty <sup>no/100</sup> DOLLARS  
 to me in hand paid by Chris Bolton of the second part, the receipt whereof is hereby acknowledged,  
 has he bargained and sold and by these presents does 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 Western District  Creek  
 Nation, an within the Western District, Indian Territory, to-wit:

1 Roan Horse "8 years old" Weight 1100 15 hands high No brands

1 Bay "

the above property is located in Creek Nation Ind. Ter. 5 miles East of Tulsa, I. T.

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 \$ 60.00  
 according to the terms of the certain promissory note of which the following is a synopsis, viz:

Date Jan 8 1907; Due Apr 3 1907 Signed by W. T. Jones

Rate of interest 6 per cent from maturity, 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 condition 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 reasons 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 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, I. T. for cash in hand, upon two weeks notice in some newspaper published in the \_\_\_\_\_  
 District, or the county where taken, or by written notices posted in five (5) 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 its 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 the 3 day of January A. D. 1907.  
 SIGNED IN THE PRESENCE OF

W. T. Jones (SEAL)  
 (SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.

On this 3 day of Jan A. D. 1907 before me, a Notary Public within and for said Western  
 District, Indian Territory, appeared in person W. T. Jones  
 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, I. T.

Robert C. Lynell  
 Notary Public.

My commission expires July 2 A. D. 1908.

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

On this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 1907 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 Mar. 1 1907 at 9.00 o'clock A M.

Chris Bolton  
 Deputy Clerk and Ex-Officio Recorder.