

No 3061
Chattel Mortgage With Power of Sale.

17

P. D. 1902
F. L. C. D. C. I.

KNOW ALL MEN BY THESE PRESENTS:

That Sanford Smith Red Fork and
of the first part, in consideration of the sum of Two Hundred Forty DOLLARS
to him in hand paid by Bank of Commerce of the second part, the receipt whereof is hereby acknowledged,
he do bargain 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 Western District near Red Fork, I. T. Green
Nation, and within the Western District, Indian Territory, to-wit:
1 Bay mare mule 4 years old weight about 900 lbs. no brand name "Buck"
1 Horse mule (Bay) about 900 lbs weight age 4 years no brand name "John"
1 Bay horse brand K left shoulder age 8 years weight 950 lbs
1 Black mare brand A left shoulder weight 1010 lbs age 7 years
all above property to be kept on my place on Kiggie Reef N.E. 1/4 Sec. 19-18-12

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 \$240.
according to the terms of a certain promissory note of which the following is a synopsis, viz:
Date Mar 5 1902; Due Sept 1902. Signed by Sanford Smith
Date 190 Due 190 Signed by _____
Rate of interest eight 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, Ind. Ter. 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 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 5th day of March A. D. 1902
SIGNED IN THE PRESENCE OF
Lee Clinton Sanford Smith (SEAL)
(SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.
On this 5 day of Mar A. D. 1902 before me, a Notary Public within and for said Western
District, Indian Territory, appeared in person Sanford Smith
to me personally well known as the person whose name appears upon the within and foregoing conveyance as the part 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) Tulsa, Ind. Ter. Samuel P. McBirney Notary Public.
My commission expires June 11 A. D. 1902

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) _____ Notary Public.
My commission expires _____ A. D. 190 _____

Filed for record Mar. 6 1902 at 2 o'clock P. M.

Lee Clinton
Deputy Clerk and Ex-Officio Recorder.