

3866 COMPARED
Chattel Mortgage With Power of Sale.

23

P. 1000
P. 1000
P. 1000
C. L.
C. D.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That S. U. Rothhammer and Red Fork JT
of the first part, in consideration of the sum of Two Hundred Ninety five DOLLARS
to Me in hand paid by Bank of Commerce of the second part, the receipt whereof is hereby acknowledged,
has S bargained and sold and by these presents do 23 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 West Tulsa Indian District.

Nation, an within the West Tulsa Indian District, Indian Territory, to-wit:
1- Bay Team - Cat wt - 1500 # Age 9
1- mare Team wt 1500 # Age 10
1 Black horse Dick 1300 # 7 yrs
1 Gray mare wt 800 # 6
1 Saddle horse # 800 9

All above stock to be kept on my place in
West Tulsa western District

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 \$ 295.00
according to the terms of a certain promissory note of which the following is a synopsis, viz:

Date April 15 1907; Due July 1907. Signed by S. U. Rothhammer
Date 1907; Due 1907. Signed by S. U. Rothhammer

Rate of interest 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 appraisalment (the appraisalment required by law being hereby expressly waived), at public auction, at the place
where said property is found or taken, or at Tulsa Indian 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 15th day of April A. D. 1907
SIGNED IN THE PRESENCE OF
S. U. Rothhammer (SEAL)
(SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.
On this 15th day of April A. D. 1907 before me, a Notary Public within and for said Western
District, Indian Territory, appeared in person S. U. Rothhammer
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) Western District JT Samuel P. McBirney
My commission expires June 11 A. D. 1908 Notary Public.

UNITED STATES OF AMERICA, Indian Territory Western District.
On this 15th day of April A. D. 1907 before me, a Notary Public within and for said Western
District Indian Territory, appeared in person S. U. Rothhammer
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 June 11 A. D. 1908 Notary Public.

Filed for record Apr 16 1907 at 8:30 clock AM

Otis Lorton
Deputy Clerk and Ex-Officio Recorder.