234

Chattel Mortgage With Power of Sale.

THE STATE BANTAM CO., GUTHRIE, OKLAHOMA. 20A98

KNOW ALL MEN BY THESE PRESENTS:

That.....and.....

of the first part, in consideration of the sum of.....DOLLARS

to.....in hand paid by.....of the second part, the receipt whereof is hereby acknowledged, ha..... 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.....District.....

Nation, an within the.....District, Indian Territory, to-wit:

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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 $.....

.....according to the terms of ..... certain promissory note of which the following is a synopsis, viz;

Date.....190 ..... ; Due.....190 ..... Signed by.....

Date.....190 ; Due.....190 ..... Signed by.....

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 tim s 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 assigns, 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 appraisement (the appraisement required by law being hereby expressly waived), at public auction, at the place where said property is found or taken, or at.....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 condition 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.

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In Witness Whereof, The party of the first part has hereunto set his hand the.....day of.....A. D. 190.

SIGNED IN THE PRESENCE OF

.....(SEAL)

.....(SEAL)

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 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)

.....

Notary Public.

My commission expires.....A. D. 190 .....

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 tha .....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.....190 ..... at o'clock M.

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Deputy Clerk and Ex-Officio Recorder.