

Chattel Mortgage With Power of Sale.

20895

KNOW ALL MEN BY THESE PRESENTS:

That F A Summer of Tulsa Indian Territory and
 of the first part, in consideration of the sum of One Hundred and fifty DOLLARS
 to him in hand paid by C C Drew 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 at his home in Tulsa in the Creek Nation District
 Nation, and within the Western District, Indian Territory, to-wit:

One bay horse eight years old named Celam branded
with a horseshoe shaped brand on right jaw. One
brown mare nine years old branded "G" on left shoulder
One roan mare named Dolly branded "B" on left
shoulder, One 3/4 size Welch wagon nearly new

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 \$ 150.00
 according to the terms of one certain promissory note of which the following is a synopsis, viz:

Date July 22 1907; Due Jan 22 1908. Signed by F A Summer
 Date July 22 1907; Due Jan 22 1908. 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 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 for cash in hand, upon two weeks notice in some newspaper published in the said
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 22nd day of July A. D. 1907

SIGNED IN THE PRESENCE OF

Benjamin C. ConnerF A Summer (SEAL)

(SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.

On this 22nd day of July A. D. 1907, before me, a Notary Public within and for said Western
 District, Indian Territory, appeared in person F A Summers
 to me personally well known as the person whose name appears upon the within and foregoing conveyance as the part 4 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 Dist. J. T.Benjamin C. Conner
Notary Public.My commission expires March 29 A. D. 1908

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 July 30 1907 at 9 o'clock A. M.Otis Lorton
Deputy Clerk and Ex-Officio Recorder.

Signed and acknowledged before me July 26, 1908

Register of Deeds.

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.