

6171
Chattel Mortgage With Power of Sale.

COMPARED

35

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

KNOW ALL MEN BY THESE PRESENTS:

That J. P. Lloyd + wife R. M. Lloyd and
of the first part, in consideration of the sum of three hundred DOLLARS
to us in hand paid by Bank of Commerce of the second part, the receipt whereof is hereby acknowledged,
ha we 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 Western District Cherokee
Nation, an within the Western District, Indian Territory, to-wit:

One span driving horses bay color bald faces 14 1/2 hands
high each 9 years old named Mammie + Emma
One sorrel blazed face age 4 years height 14 1/2 weight
900 pounds named Cleveland
One buckskin mare 3 years old
Three jersey cows with calves at side, two aged 4
years one 8 years old
One two seated Spaulding rig, all above horses cattle trig
kept on my place 1 1/4 miles due North from Tulsa, Indian
in Cherokee Nation

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 \$ 300.00

according to the terms of a certain promissory note of which the following is a synopsis, viz:
Date 8/29 1907; Due 2/28 1908 Signed by J. P. Lloyd + R. M. Lloyd
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, Indian 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 29th day of August A. D. 1907
SIGNED IN THE PRESENCE OF
J. P. Lloyd (SEAL)
R. M. Lloyd (SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.
On this 29th day of August A. D. 1907 before me, a Notary Public within and for said Western
District, Indian Territory, appeared in person J. P. Lloyd + R. M. Lloyd
to me personally well known as the persons whose name appears upon the within and foregoing conveyance as the part is 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. Sasael. P. M. C. Burney
Notary Public.

My commission expires June 11 A. D. 1900
UNITED STATES OF AMERICA, Indian Territory Western District.
On this 29th day of August A. D. 1907 before me, a Notary Public within and for said Western
District Indian Territory, appeared in person J. P. Lloyd + R. M. Lloyd
to me personally well known as the person whose name appears upon and within the foregoing conveyance as the part is 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. Sasael. P. M. C. Burney
Notary Public.

My commission expires June 11 A. D. 1900
Filed for record Aug 29 1907 at 2 o'clock P. M.
A. H. Hinton
Deputy Clerk and Ex-Officio Recorder.