

# Chattel Mortgage With Power of Sale.

COMPARED

37

P.M.  
P.L.  
C.C.L.  
C.D.  
C.L.

## KNOW ALL MEN BY THESE PRESENTS:

That C. V. McEraw and  
of the first part, in consideration of the sum of One Hundred five & 5/100 DOLLARS  
to me in hand paid by Bank of Commerce of the second part, the receipt whereof is hereby acknowledged;  
has he bargained and sold and by these presents do he 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 bay mare mule 9 years old 15 1/2 hands high  
named Bell  
One bay mare mule 10 years old 16 hands high  
name Moll  
One grey horse 10 years old weight 1400 pounds  
named Frank  
One gray horse 10 years old weight 1400 pounds  
named Bill, all the above property is clear  
free of all incumbrances and kept at my place  
1 1/2 miles northwest of Okresso, I.T.

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 \$ 105.50

according to the terms of a certain promissory note of which the following is a synopsis, viz:  
Date 9/3 1907; Due 12-3 1907 Signed by C. V. McEraw  
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 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 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 3rd day of Sept A. D. 1907  
SIGNED IN THE PRESENCE OF C. V. McEraw (SEAL)  
(SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.  
On this 3rd day of Sept A. D. 1907 before me, a Notary Public within and for said \_\_\_\_\_  
District, Indian Territory, appeared in person C. V. McEraw  
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) Samuel O. McBurney  
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  
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) Tulsa Indian  
My commission expires June 11 A. D. 1910 Notary Public.

Filed for record Sept 4 1907 at 8 o'clock A M.  
Otis Lorton  
Deputy Clerk and Ex-Officio Recorder.