

No. 1976
Chattel Mortgage With Power of Sale.

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P. D. M.
F. I. L.
C. L.
C. D.
C. I.

KNOW ALL MEN BY THESE PRESENTS:

That The Owen Face Brick Company a corporation of Indiana, Ind. Ter. of the first part, in consideration of the sum of Five Thousand (\$5000.00) DOLLARS to it in hand paid by First National Bank of Tulsa of the second part, the receipt whereof is hereby acknowledged, has it bargained and sold and by these presents does 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 the Owen Face Brick yard in the Western District Cherokee Nation, and within the Western District, Indian Territory, to-wit:

All brick machinery, engines, belting, kilns, piping and all other fixtures of every kind now located upon or near the said brick plant belonging to the Owen Face Brick Company.

The Owen Face Brick Company to have the right of renewal for an additional year upon the sum of twenty five thousand (\$25,000.00) at its own option.

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 \$ 5000.00 according to the terms of a certain promissory note of which the following is a synopsis, viz:

Date Dec 20 1906; Due Dec 20 1907. Signed by The Owen Face Brick Company
by C. A. Owen, President
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 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 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, Ind. Ter. for cash in hand, upon two weeks notice in some newspaper published in the Western District, or the county where taken, as by written notice 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.

In Witness Whereof, The party of the first part has hereunto set his hand the 20th day of December A. D. 1906.
SIGNED IN THE PRESENCE OF _____

(Corporate Seal)

The Owen Face Brick Company (SEAL)

by C. A. Owen, President (SEAL)

UNITED STATES OF AMERICA, Indian Territory Western District.

On this 22 day of December A. D. 1906 before me, a Notary Public within and for said Western

District, Indian Territory, appeared in person C. A. Owen, President of The Owen Face Brick Company to me personally well known as the person whose name appears upon the within and foregoing conveyance as the part of grantor and stated that he had executed the same for the consideration and purposes therein mentioned and set forth, and I do hereby certify for and behalf of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal on the date last above written.

(SEAL) Western Dist. Ind. Ter.

Perceval C. Magee
Notary Public.

My commission expires June 29 A. D. 1910

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 of 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)

Notary Public.

My commission expires _____ A. D. 190 _____

Filed for record Dec 24 1906 at 3:50 o'clock P. M.

Otto Lorton
Deputy Clerk and Ex-Officio Recorder.