

J. F. Briggs,

to

Chattel Mortgage.

Walrus Mfg. Co.

United States of America, Indian Territory, Southern District. Know All Men by These Presents: That I, J. F. Briggs, of Tulsa, of Recording District No. 8 Indian Territory, party of the first part, in consideration of the sum of One Dollar, to me in hand paid by Walrus Mfg. Co., of Decatur, Illinois, receipt of which is hereby acknowledged, do hereby grant, bargain and sell unto the said Walrus Mfg. Co. and their assigns forever the following described personal property, to-wit:

One style D 1906 Walrus "Lifting Jar" Fountain, as follows:

Apparatus-- 13 syring porcelain body; triple cooler and connections; one soda draft; one 36" porcelain combination sink and drain. One portable porcelain ice cream cabinet with one 20 qt. jacking can. Silver ladles. 1 connection 6' long.

Counter-- 7'10" long, 42" high; 6'3" left return. 7/8" Tennessee marble top, 12" wide. Back of counter lined with heavy metal, enameled white.

Buffet-- 7'6" long, 8'9" high; Tennessee marble top on base, 20" deep; 8 1/2" to doors at base; three light electric fixture. One large mirror. Counter and buffet made of Book, #30 finish.

Said above described property at the date of these presents, is in the possession of said party of the first part, and is clear of liens, conveyances, encumbrances and debts, to have and to hold, all and singular the said goods and chattels unto the said mortgagees and their successors and assigns, and to their sole use and benefit forever.

Provided, nevertheless, that if said mortgagee J. F. Briggs shall well and truly discharge and pay at maturity the following described notes and interest that may be due thereon, viz:

Beginning June 15, 1906, one note will be due and payable on the 15th day of each month thereafter until the sum of \$975.00 shall have been paid by note. Each note is for \$15.62 with the exception of note #24, due May 15, 1908, for \$15.74. and all of few accounts, then this mortgage to be void, otherwise to remain in full force and effect. And provided further, that until default be made by said mortgagee in the performance of the conditions herein, it shall and is hereby agreed that J. F. Briggs the party of the first part to retain possession of the above described property, and to use and enjoy the same, but if any attempt be made to remove said property from said county, or to sell, attach or claim said property without the consent of the said mortgagees or their successors, or if said mortgagees shall at any time deem themselves insecure, it is agreed for the mortgagees or their assigns or agents or successors, to take possession of the said property by entering upon the premises where the same may be, whether in Recording District No. 8 in the Indian Territory or elsewhere, to and for the use of said mortgagees, their successors or assigns; and if any of the money or notes hereby secured are not duly paid, principal and interest, when due, then it is agreed that the whole amount of said sum of money in said notes mentioned, which shall not have been paid, shall be considered due and payable, and the said mortgagees, their attorneys, agents, successors or assigns, may by virtue hereof, and without any suit or process, immediately enter and take possession of said property, and sell or dispose of same at public or private sale, as may seem to be proper, and after satisfying the amount due, and all expenses, the surplus, if any remain, shall be