

COMPARED

No. 584.

P. D. M.
P. L.
C. L. B.
G. D.
C. I.

R. W. Baker and B. W. Gulick,

To

Chattel Mortgage

The Brunswick-Balke-Collender Co.,

This Indenture, made and entered into this 22nd day of April in the year of our Lord one thousand nine hundred and five between R. W. Baker and B. W. Gulick of Muskogee in District #10, of Indian Territory parties of the first part, and The Brunswick-Balke-Collender Co., a corporation existing under and by virtue of the laws of the State of Ohio, of the City of Chicago, County of Cook, State of Illinois party of the second part.

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Six Hundred Fifty Dollars, in hand paid the receipt whereof is hereby acknowledged, do hereby grant, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all and singular the following described Goods and Chattels, to-wit: One 4x8 Newfort Carrom Table No. 56401

Two 4x8 Newfort Six Jocket Pool Tables Nos. { 56402

{ 56403

also one set of Ivory Billiard Balls, three dozen Cues, three Cue Racks, one set of Counters, three Bridges, one Rack, two Ball Racks, two sets composition Pool Balls, three Rubber Covers, one set of composition billiard balls, one pin pool outfit, one 8 foot Republic wall case, one 8 foot cabinet cigar counter, all now contained in building occupied by R. W. Baker and B. W. Gulick in Muskogee, Indian Territory, and in fact everything pertaining to said Tables and Pictures, manufactured by said The Brunswick-Balke-Collender Co.

Together, With all and singular the appurtenances thereto belonging, or in any wise appertaining, to have and to hold the above described goods and chattels, unto the said party of the second part, its successors and assigns forever.

Provided, always, And these parties agree for their own condition, that if the said R. W. Baker and B. W. Gulick or their heirs, executors, administrators, or assigns, shall or before the 22nd day of November A. D. one thousand nine hundred and six fail or cause to be paid to said The Brunswick-Balke-Collender Co., or its lawful attorney or attorneys, successors or assigns, the sum of Six Hundred Fifty Dollars, together with the interest that may accrue thereon, at the rate of six per cent, per annum from the 22nd day of April A. D. one thousand nine hundred and five until paid according to the tenor of nineteen promissory notes, of even date, two each for twenty-five Dollars, sixteen each for Thirty-five Dollars and one for Fifty Dollars payable in the 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19 months after date respectively. The indebtedness herein evidenced by said note, and secured by this mortgage, is for purchase money given for said goods and chattels, by said parties of the first part to said party of the second part. That then, and from hence forth, these parties, and everything herein contained, shall cease, and be null and void, anything herein contained to the contrary notwithstanding.

Provided, Also, That the said R. W. Baker and B. W. Gulick may retain the possession of and have the use of said Goods and Chattels until the day of payment aforesaid; and also at their own expense to keep said Goods and Chattels, and also at the expiration of said time of payment, if said sum of money, together with interest, as aforesaid, shall not be paid to deliver up said Goods and Chattels in good condition to said The Brunswick-Balke-Collender Company, or its successors or assigns.

And the said Party of the first part, hereby covenant and agree that in case default shall be made in the payment of any or either of the notes aforesaid, or of any part thereof, or the interest thereon, or any part thereof, on the day or days respectively on which the same or any part thereof, shall become due and payable; or if the party of the second part, its successors or assigns, shall fail to itself insure or cause, or shall fear diminution, removal or waste of property of said property, or if the party of the first part shall sell or assign, or attempt to sell or assign, the said Goods and Chattels, or any part thereof, or interest therein, or if any writ issued from any court, or by any Justice of the Peace, or any District Warrant shall be levied on said Goods and Chattels, or any part thereof, or if the party of the first part shall fail or neglect to keep the property insured for the further security of the party of the second part, and to deposit the policies securing the