



Harry T. Rice

To

W. B. Leavell

Chattel Mortgage With Power of Sale.

Know All Men By These Presents: That I, Harry T. Rice, and — of the first part, in consideration of the sum of Two Thousand Seven Hundred Dollars to me in hand paid by W. B. Leavell, of the second part, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain and sell unto the said party of the second part, his executors, administrators and assigns, an undivided one-half interest in and to 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 in the City of Tulsa, Western District of the Indian Territory, to-wit: Six Pool Tables, One Billiard Table, 4 Ivory Billiard Balls, 6 sets Bill Balls, 7 combination coat and cue racks, all cues, 240 yards Oak Carpet, 1 double mahogany settee, 3 dozen pool chairs, four electric fans, four settees, 7 Ball racks, Electric Fixtures, switch board etc., Bridges, Triangles, Mahogany Railing, Photographs and Records, Stock of Agave, Tobaccos, Cigarettes, Pipes and Smoker's Articles, One Pipe Case, Two bookstands, two cigar cases, Coat Racks, Reading Tables, Markers, Water cooler, One sofa, Gas Fixtures, All iron and Brass Fittings, chair platform, and Barber Shop complete including 3 Barber chairs, Back stand, Mugs, Heater, Sufferer, etc., and all other fixtures and personal property of every kind and nature connected with or a part of the Billiard and Pool Hall and Barber Shop known as the "Smoke House" located in the "Miller Building" on Main Street in said City of Tulsa, and an undivided one-half interest in the "Dreamland Theatre" located in the "King Bldg" on Main St. in said City of Tulsa, including one Moving Picture Machine, Films, Screens, Stage Curtains, chairs, etc., and all other fixtures and chattels belonging to me and located in said building.

Provided, always, and these presents are upon these 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 fee for releasing this mortgage, and the of said sum of \$2700.00 according to the terms of three certain promissory notes of new date herewith, bearing interest at 8% per annum of which the following is a synopsis, viz: one note for \$1000.00 due in four months, one note for \$1000.00 due in eight months, and one note for \$700.00 due fourteen months from date, all signed by Harry T. Rice,

Rate of interest 8 per cent. from date, 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 reason 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 successors, administrators or assigns, or his authorized agent to do and cause to be done, to collect 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 appraisement (the appraisement required by law being hereby expressly waived), at public auction, at the place where said property is found or taken, or at Tulsa, D.T. 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 or other parties and out of the proceeds of said sale, the said party of the second part to retain the sum due him, or