

COMPARED

M.O. 586.

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

C. Lewis,

To

Chattel Mortgage with power of sale.

The McPike Drug Company,

This Indenture, made this 21st day of August 1906 between C. Lewis, party of the first part, and The McPike Drug Company, a corporation, party of the second part.

Witnesseth: That for and in consideration of the sum of Eight Hundred (\$800) Dollars, the receipt of which is hereby acknowledged, the party of the first part has bargained, sold, granted, conveyed, and by these presents hereby bargains, sells, and conveys to the party of the second part, its executors, administrators and assigns, the following described property, the title to which he guarantees, to wit: 1 sofa fountain, counter, work board; 2 steel fountains, and all other fountain appliances and accessories; 3 only 4 foot sections trust, shelving; 5 only 4 foot sections Patent Medicine shelving; 1 Prescription case, with shelving and work counter; 1 only 6 foot and 2 only 8 foot x 11 floor cases; 1 set (120 bottles) Congress Square shelf ware; 1 only Prescription scale; 1 only counter scale; 6 cash抽屉; 2 soda tables; Soda chairs; all of said property being located in the store now occupied by me as a drug store in the Opera House Block on East Second Street in the City of Tulsa, Indian Territory.

to have and to hold the same unto the party of the second part, its executors, administrators, and assigns forever; conditioned, however, as follows: Whereas, the said party of the first part is indebted to the party of the second part in the sum of Eight Hundred (\$800) Dollars, payable in time and manner as follows, to wit: One Hundred (\$100) Dollars to become due and payable on the 11th day of September; One Hundred (\$100) Dollars on the 11th day of October, and Twenty (\$20) Dollars to become due and payable on the 11th day of each and every month thereafter until the entire

sum is paid. Now, if the said party of the first part shall well and truly pay to the party of the second part, the sum hereinabove mentioned, and all other indebtedness which may then be due to the party of the second part by the party of the first part, together with the cost of this trust, in time and manner above stated 170, then this conveyance shall be void, otherwise to remain in full force and effect. And in case any default shall be made in the payment of said indebtedness as herein set forth, or should the party of the first part fail to the full payment of the above mentioned indebtedness, sell, attempt to sell, strip, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the consent of the party of the second part, or in case the said party of the second part shall at any time deem it necessary, or deem that, in order to protect self and secure full payment of the above mentioned indebtedness such action shall be necessary, then, in either event, the party of the second part, agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell and dispose of the same, as so much as may be necessary, at public sale without adjournment (the adjournment by law being hereby expressly waived) at Tulsa for cash in hand, after two weeks' notice in some newspaper published in the Western District, Indian Territory, or by written notices posted in five conspicuous places near the property at which sale any of the future heirs may frequent as other parties, and out of the proceeds of said sale the said party of the second part to retain the sum due it as herein set forth, and the cost of this trust and sale, and the overplus, if any, to the said party of the first part, his executors, administrators or assigns.

Given under our hands and seals this 21st day of August 1906,

Witness:

A. D. Hough

W. K. Dwyer

C. Lewis

(Seal)