

COPIED

No. 1354.

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

The Oklahoma Constitution Publishing Company,

to

C.

E.

Leit.

Chattel Mortgage with power of sale.

This Indenture, Made this 6th day of November 1906 between The Oklahoma Constitution Publishing Company, a corporation existing under the laws of Oklahoma, party of the first part and C. E. Leit party of the second part,

Witnesseth, that for and in consideration of the sum of Five Hundred and no/100 (\$500.00) 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, sell and convey to the party of the second part his executors, administrators, and assigns, the following described property, the title to which it guarantees, subject to prior mortgage between same parties, dated Oct 14, 1906, to wit:

One advance Paper Cutter, Challenge Mfg. make; One Large Skin Paper Cutter; One Large Job Press, Chandler & Price make; One medium Press, Gindors make; One Small Press, Chandler & Price make; One Merges Paper Folder; One Large Cylinder Bobcock Press; One Hamilton Cabinet with 300 font type; 500 font type in racks; 6 stones on racks; Chases, forms, etc.; One Proof Press, Gully makes; One Styler, J. Yarger make; Four Desks and Office furniture complete. to have and to hold the same unto the party of the second part his 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 Five Hundred and no/100 (\$500.00) Dollars as evidenced by one note of issue, date due February 6th 1907.

Now, if the party of the first part shall well and truly pay to the party of the second part the sum hereinbefore mentioned and all other indebtedness which may be due to the party of the second part by the party of the first part, together with the cost of this Trust, on or before the 6th day of Feb'y A.D. 1907 then this conveyance shall be void; otherwise to remain in full force and effect. And in case any default is made in payment of said indebtedness, as herein set forth, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof without the written 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 that in order to fully protect 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, or demand, without process of law, and sell or dispose of the same, or as much as necessary, at public sale without appraisement, (the appraisement, required by law being hereby expressly waived at Tulsa, Indian Territory) for cash in hand, upon two weeks' notice in some newspaper published in the Western District, Indian Territory, or by written notice, posted in five conspicuous places near the property, at which sale any of the parties hereto may purchase as other parties, and out of the proceeds of such sale the said party of the second part to retain the same due them as herein set forth, a reasonable attorney's fee and the cost of this Trust, and of sale, rendering the overplus, if any, to the said party of the first part, its executors, administrators and assigns.

Given Under my hand and seal this 6th day of November, A.D. 1906.

(Corporate Seal)

A. W. Bradshaw, President (Seal)

Hal. W. McHolland, Secy. (Seal)

United States of America, Indian Territory, Western District, ss.

On this 6th day of November, 1906, before me, a Notary Public, within and for the said district of the Indian Territory, personally appeared Hal. W. McHolland, Secretary of the Oklahoma Constitution Publishing Company, a corporation with whom I am personally acquainted, and whom I know to be the person signing as such and