

4644

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

Democrat Publishing Co

&

Mergenthaler Linotype Co

Mortgage

Know All Men by these Presents, That Democrat Publishing Company, a corporation, organized and doing business under the laws of Indian Territory and having its principal office and place of business in the Democrat Building, No. 110 Boulder Street, in the City of Tulsa, Creek Nation, Indian Territory, hereinafter called party of the first part or mortgagor, in consideration of the sum of Twenty-eight hundred and thirty Dollars, (\$2830.00) in hand to it paid by the Mergenthaler Linotype Company, a corporation, of New York, in the County of New York and State of New York, hereinafter called party of the second part or mortgagee, (the receipt of which sum said first party hereby acknowledges), does hereby grant, bargain, sell, convey and confirm unto the said Mergenthaler Linotype Company, and unto its successors and assigns, the following goods and chattels, to wit: One A Two-letter Linotype or type-casting machine of the manufacture of the said Mergenthaler Linotype Company, known as Linotype Model 5, No. 11150, with Two (2) extra magazines and matrices, located in the City of Tulsa, Creek Nation Indian Territory bearing the name "Linotype" and the parts and appurtenances thereunto belonging.

To have and to hold, all and singular, the said goods and chattels unto the said Mergenthaler Linotype Company, its successors and assigns, and to its and their sole use and behoof forever, and the said party of the first part, for itself, its successors and assigns, does hereby covenant to and with the said Mergenthaler Linotype Company, its successors and assigns, that the said mortgagor is lawfully possessed of the said goods and chattels as of its own property; that the same are free and clear of all encumbrances whatsoever, excepting the indebtedness of this mortgage herein recited and secured; and that it will forever warrant and defend the same to the said Mergenthaler Linotype Company, its successors and assigns, against all lawful claims and demands of all persons whatsoever.

Provided, nevertheless, that if the said party of the first part, its successors and assigns, shall well and truly pay or cause to be paid to the said Mergenthaler Linotype Company, or its successors and assigns, 36 promissory notes of even date herewith made and executed by said first party, bearing interest at the rate of six per cent. per annum, given to the Mergenthaler Linotype Company to secure the unpaid portion of the purchase money of the aforesaid goods and chattels, and falling due at such times and in such amounts as follows, to wit: