

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

Nich. G. Psichos, et al

to

John P. Spiridulias

Chattel Mortgage with Power of Sale

This Indenture, Made this 9th day of October, 1906, between Nich. G. Psichos, Arthur Psichos & Geo. P. Psichos party of the first part, and John P. Spiridulias party of the second part.

Witnesseth, That for and in the sole consideration of the sum of Fifteen hundred (\$1500) Dollars, money loaned, 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, his successors, assigns, and legal representatives, the following described property, the title to which is hereby guaranteed, to wit:

One (1) Soda Fountain, One (1) Carbonator, all Ice Cream and Candy machinery and appliances, all mirrors, tables, show cases, fixtures, supplies and stock of goods, now owned by us, at present located in the First National Bank building in the City of Tulsa, Indian Territory, situated on lot twelve (12) Block 90 of the afore said town, and is known as "The Olympia." This also includes the cash register, to have and to hold the same unto the party of the second part, his successors, 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 Fifteen Hundred (\$1500) Dollars, and the sole consideration for said debt is money loaned the mortgagor by the mortgagee, as evidenced by certain promissory note of co-dated herewith for \$1500.00 due 4/8 '07, int. 8% from date.

Now if the said 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 then 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 8th day of April, 1907, 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 (prior to the full payment of the above mentioned indebtedness) sell, ship, 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 himself insecure, or deem that in order to properly protect himself and secure full payment of the above mentioned indebtedness such action shall be necessary, then in either event, the party of the second part, his agent or attorney, is hereby authorized and empowered to take charge of said property on demand, without process of law, and sell dispose of the same or call rights of appraisement, sale and redemption as provided by law are hereby expressly waived, and to apply the proceeds arising from any sale of the property herein described upon the debt due the mortgagee and upon all other debt included in the disposition or care of said property, and rendering the overplus if any, to the mortgagor or his legal representatives.