

COMPARED

No. 1072

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

J. B. Rhoads & Wife

vs

Chattel Mortgage

S. H. McQueen,

Know all Men by these Presents, that J. B. Rhoads and his wife, Mae M. Rhoads in the City of Tulsa and State of Oklahoma parties of the first part, in consideration of the sum of One hundred and fifty five (\$155.00) Dollars, to them paid by S. H. McQueen party of the second part, the receipt of which is hereby acknowledged, have granted, Bargained and sold, and by these presents do grant, Bargain and sell, and by these presents do grant, Bargain and sell unto the said party of the second part, his heirs, successors and assigns, all the following articles of personal property, situated in the City of Tulsa, and State of Oklahoma, to-wit: -

One Piano, Caspary, Walnut case, Style A, No. 15325.

Also all the increase from any and all the property above described.

And the said parties of the first part hereby covenants that at the delivery hereof they are the lawful owners of all the property aforesaid, and that there is no mortgage or other Lien upon the same, or any part thereof. Provided always, and these presents are upon this condition, that if the said party of the first part shall pay unto said party of the second part, his heirs, successors or assigns, the sum of One Hundred Fifty Five (\$155.00) Dollars, according to the terms of one certain note of even date herewith executed by said first parties to the said party of the second part, due and payable ninety days after date thereof, with eight per cent per annum thereon from Oct. 1, 1906 until paid, and pay all other indebtedness and liabilities of said first parties to said second party due unto become due, or that may be hereafter contracted, then these presents shall be void, and it is agreed between said parties, that until default be made in the payment of said sum of money, or any other indebtedness as aforesaid, or some part thereof, or interest thereon, or until the said party of the second part shall have the right and demand possession of said property as hereinafter stated, the said first parties shall retain possession of all of said property, all of which, in consideration thereof they engage - shall be kept in as good condition as the same now is, and taken care of at their proper cost and expense. And it is expressly agreed between said parties, that if default be made in the payment of said sum of money or any other indebtedness as aforesaid, or any part thereof, or the interest thereon, at the time or times, when, by the conditions of such obligation, or obligations, the same shall become payable; or in case of a sale or disposal, or an attempt to sell or dispose of the same, or any part thereof, or a removal of or attempt to remove the same or any part thereof, out of said City of Tulsa, Oklahoma, or if for any cause the security shall become inadequate or unsafe, or if the said second party, his heirs, successors or assigns, shall at any time so desire, it shall be lawful for him, his heirs, successors or assigns, to enter upon the premises of the said first parties or any other place where any of said property may be, to take, remove and sell the same at private sale, without notice, or at public sale, either by selling such articles separately or by selling all together, and at any place within the county where the same may be at the time of taking possession thereof, or at any place within Tulsa, Oklahoma, all at the option of said mortgagee, his heirs, successors or assigns, and out of the proceeds of such sale to retain the full amount of such obligation or obligations, with interest thereon according to the terms thereof, together with all the reasonable fees, charges and expense in any manner attending the finding, taking, keeping, keeping and selling the same; and the surplus monies, if any, shall be paid, or demand, to the said parties of the first part their heirs and assigns. In Witness Whereof, the said parties of the first part have hereunto set their hands this - day of - a. d. 190 -

J. B. Rhoads

Mae M. Rhoads

Filed for Record Oct. 9, 1906 at 4 P.M.
City Clerk and Ex-officio Recorder