

CHATTLED

CHATTEL MORTGAGE.

THIS MORTGAGE made this 4th, day of January, 1909, by and between Alpine Oil Company, a corporation, organized under the laws of Oklahoma, and with offices at Tulsa, State of Oklahoma, and hereinafter known as mortgagors, and the Warren City Tank & Boiler Co. a corporation with office at Warren, State of Ohio, and hereinafter known as Mortgagees.

WITNESSETH: That whereas the said Alpine Oil Company, Mortgagors are justly indebted to said Warren City Tank & Boiler Co., Mortgagees in the sum of \$10,000.00 Ten Thousand Dollars, which is evidenced by One (1) Promissory note, dated January 4, 1909, which note can be paid at any time on or before maturity by paying the principal and the accrued interest due at the time of said payment of note, said note being dated and due as follows:

One note dated Jan. 4, 1909 and Due Jan. 4, 1910.

Mortgagors hereby covenant and agree that they will pay or cause to be paid when due, the above named notes with interest thereon at six per cent per annum, at office of Warren Cty. Tank & Blr. Co., at Warren, State of Ohio.

Now, Therefore, the said Alpine Oil Company, mortgagors for the better securing the payments of the note or notes aforesaid with interest thereon according to the tenor and effect of said note or notes above mentioned, do hereby grant, bargain, sell and convey unto said The Warren Cty. Tank & Blr. Co. Mortgagees, their heirs and assigns forever, the following described property, to wit:

One Steel Tank Complete, and all improvements thereto, and the land upon which said tank and improvements are located. The tank to have a capacity of 550 ~~000~~ barrels. Said tank of tanks for the purpose of identification to be plainly marked as follows No. 2. Together with all oil now in or which may hereafter be put in said tank or tanks, and mortgagors expressly represent, and warrant to said mortgagees, that as far as tank or tanks covered by this mortgage are ready for oil to be put ~~into~~ ⁱⁿ them they will immediately commence filling the said ~~tanks~~ ^{tank} and continue filling them with good salable oil until said tank or tanks are full of said oil.

For the purpose of obtaining the above credit the mortgagors expressly represent and warrant that said above described property on which said tank or tanks are now built or are to be built is situated as follows: On land owned by the mortgagors, near Tulsa, Okla., and more particularly described as follows: A part of the Maggie E. Lloyd farm, located and comprising all of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 19, Township 20, Range 13 East, containing forty (40) acres more or less. And is in Tulsa County, State of Oklahoma, and that they own said land in fee simple, purchased from Maggie E. Lloyd, of Tulsa, Oklahoma, State of.... and executed by Maggie E. Lloyd the owner of said land.

THE TITLE, CONTROL AND POSSESSION of all materials furnished, or to be furnished in the construction of the tank or tanks herein referred to, shall be and remain in Mortgagees until actually used by Mortgagees in the construction of said tank, and if Mortgagors should fail to make any of the payments herein provided for by this mortgage, then and in that event, the mortgagees ^{res} will have at their option, the right to cease work, and may at once proceed to remove any and all materials furnished by them.

And Whereas for the further security of said indebtedness the said mortgagors, hereby covenant and agree that they will keep all of the above property and all improvements thereon in good repair, and fully insured for the benefit of the mortgagees against all possible loss by fire, lightning or tornadoes, and will pay all royalties, taxes, insurance premiums, special assessments, and any other items which may become a debt against this mortgaged property, and should the mortgagors fail to pay such debts, then the mortgagees may pay the same, and all amounts so paid by them, shall become a debt due in addition to the amounts of indebtedness ^{above}