

CHATTEL MORTGAGE.

THIS MORTGAGE, made this 29th, day of May A. D., 1909, by Mohawk Mining Co., mortgagor, residing at Mohawk, Okla.,...Township... Range...E. I. M., in Tulsa County, Oklahoma to The Farmers National Bank of Tulsa, Oklahoma:

WITNESSETH: That said mortgagors hereby mortgage to said Farmers National Bank, mortgagee, all the following described property, to-wit:

(1)-One Sixty Five Ton Bucyrus Steam Shovel #393. (1)9One Cyclone Drilling Machine. (1)- One Whirling Derrick for moving dirt from shovel. (1)-One Hoist. Including all property of similar description owned or kept by the mortgagor, as security for the payment of the following described notes, executed and delivered by Mohawk Mining Co., and by E. B. Russyhaert and C. P. Moriarity, as joint and several principals and payable to the order of said The Farmers National Bank, at its office in Tulsa, Oklahoma, without grace and with interest at the rate ofper centum per annum from maturity until fully paid, to-wit:

One Note for \$5000.00 dated May 29, 1909, payable Aug. 27, 1909.

For the purpose of obtaining the above credit the mortgagors expressly represent and warrant to the said mortgagee that all the said property is owned by said mortgagor and is free and clear of all liens and encumbrances, and is now in mortgagors exclusive possession and in Tulsa County, Oklahoma.

It is specially stipulated between the parties hereto that the lien of this mortgage shall attach to all increase and increment of said mortgaged property as fully as though herein specifically described, and the conditions of this mortgage are such that the mortgagors covenant that they will not sell, mortgage or otherwise dispose of said property or any part thereof, nor suffer nor permit any part of the same to become subject to any lien of any kind whatsoever until this mortgage is fully satisfied, and that they will not remove or permit any part of said property to be removed, nor go, nor be out of the said Tulsa County while this mortgage remains a valid lien for any sum thereon.

Mortgagors further covenants that they will pay or cause to be paid the said note or notes and each of them at maturity. It is further expressly stipulated between the parties hereto that no waiver or modification of any of the conditions of this mortgage shall be deemed to be made unless the same be in writing and duly signed by the mortgagee.

Now until breach be made in some of the conditions hereof, or until such time as mortgagee may deem himself insecure, the said mortgagor shall have possession of the said property, and the use and benefit thereof, and shall keep and maintain the same at mortgagors own cost and expense; but upon breach of any of the conditions aforesaid, or if at any time the said mortgagee shall deem the said mortgage insecure, or if any of the above described notes be not paid when due, then and in that event the mortgagee may at his option and without notice, declare all the said notes and indebtedness due and payable, and may, by his agents or attorneys, take possession of all or any part of the said mortgaged property, and foreclose this mortgage in any manner provided by the statutes of Oklahoma as they shall elect, or by sale of the said property, either at public auction or private bargain and either with or without notice, and apply the proceeds to the satisfaction of the obligation secured hereby and all necessary costs and expenses of such foreclosure and sale, and to the satisfaction of any other obligation from mortgagors then owing to mortgagees. Together with an attorney's fee of Twenty Five Dollars and ten per cent of the principal amount of said mortgage indebtedness if this mortgage is foreclosed by an attorney of record of this state, and his name as such appears