

CHATTEL MORTGAGE.

THIS MORTGAGE, Made on this the 8th, day of October 1909, by and between B. S. Beard of Tulsa, Oklahoma, mortgagor, and E. A. Shurman, mortgagee, of Muskogee, Oklahoma.

WITNESSETH: That the said mortgagor hereby mortgages to the said mortgagee, the following described personal property, to-wit:

The entire bottling plant formerly owned by the Southwestern Bottling Co., as Tulsa, cylinders, ~~etc~~ ~~machines~~, ~~bottling machines~~ ~~Roller Cases~~ Oklahoma, consisting of and including all tables, engine, shafting and all other machinery and appliances used in connection with the bottling and selling of soda water and other drinks, and also two bay horses about 8 years old, 15 hands high, and two bay mules, about 8 years old, two sets of double harness, two wagons, one double deck and one delivery wagon, now used in connection with the said bottling plant, and all of which property is now located on the following described part of Lot One, Block Ninety One of said City of Tulsa, Oklahoma, to-wit:

Commencing at a point fifty feet west of the North East corner of said block ninety one, running thence South One Hundred Feet; thence West Fifty Five feet; thence North One Hundred Feet; thence East to a point of beginning, as security for the payment to the Mortgagee of the the sum of \$3980.00 payable on or before October the first 1910, with interest on the said amount at the rate of 8% per annum, as evidenced by one certain promissory note given by said mortgagor to the said mortgagee, dated the 8th, day of October 1909, and payable and drawing interest as above stated. And in case any default shall be made in the payment of said note, or should the mortgagor attempt to sell, ship remove dispose of the property herein mortgaged, or any part thereof, without the consent of the mortgagee, his heirs or assigns, or in case the said mortgagee shall at any time deem himself insecure or deem that in order to protect himself and secure full payment of said mentioned indebtedness, then and in that event the entire amount of said indebtedness shall become due and payable, and the said mortgagee, his heirs or assigns shall be entitled to a foreclosure of this mortgage, as provided by law.

The said mortgagor shall keep said property insured in some good and solvent insurance company, with losses, if any payable to said mortgagee as his interest may appear at the time of loss, and the said mortgagor hereby guarantees the title of said property and warrants it to be free and clear from all incumbrances whatsoever.

Signed by the Mortgagor in our presence: Thos. A. Johnson,

Muskogee, Oklahoma.

J. A. Markham
Muskogee, Oklahoma.

STATE OF OKLAHOMA,)
COUNTY OF MUSKOGEE.) SS.

Before me, a Notary Public in and for said County and State, on this the 8th, day of October 1909, personally appeared B. S. Beard, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and seal as such Notary Public, on the 8th, day last above mentioned

Thos. A. Johnson, Notary Public.

(SEAL) My commission expires Dec. 2, 1911.

Filed for record at Tulsa, Okla., Oct. 9, 1909, at 8 o'clock A. M.

H. C. Walkley, Register of Deeds (SEAL)

For value received, I acknowledge satisfaction and payment in full of the within mortgage, and same is hereby released.

E. A. Shurman by H. C. Walkley
Signed and acknowledged before me
H. C. Walkley, Notary Public, 18-1909

Register of Deeds.