

CONTRACT

CONDITIONAL SALE.

(Original)

This agreement made and entered into this 15th day of January A. D. 1911, by and between Marshall-O'Brien-Worthen Company a corporation organized and doing business under the laws of the state of Iowa, with its principal place of business at Des Moines, Iowa, its successors or assigns, first party and E. E. Hadley, of the county of Tulsa, and state of Okla., second party.

Witnesseth, that the first party does hereby lease to the second party the following described property, to wit:

1 style 60 Amer Cant	\$ 65.00	1 Gas Reg & Sifon	305.00
1 type 10 Ritter Eng	130.00	1 Timing Attchmt	5.25
1 Ritter A. C. Lathe 4988	60.00		4.00
1 Doriot Hand Piece	14.00		\$334.25
1 Doriot Contra Angle	6.00		
1 Weber New Model Style 50 FS	50.00		
	325.00		

for the term of 31 months from date hereof.

Said second party agrees to pay said first party the sum of \$334.25 dollars for the use and hire of said goods, as follows: \$40.00 dollars cash, and \$10.00 dollars on or before the 15th day of each month thereafter until the above named sum is paid in full at the office of said company, said first party, in Des Moines, Iowa. If any amount is not paid when due, said second party agrees to pay expenses and costs of collection, including attorney's fees.

Said second party further agrees to keep the above described property insured in the sum of \$334.25 dollars for the benefit of first party as its interests may appear, and agrees that said property shall remain in Tulsa, county, of Tulsa, and state of Okla., and shall not be removed therefrom except upon the written consent of said first party. Said second party also agrees to pay all taxes upon said property before any interest or penalty attaches.

In case of the failure of second party to comply with any or all of the terms or conditions of this contract, the whole amount remaining unpaid at such time shall at the option of the first party become due and payable at once, or said first party may take possession of said property, the ever same may be found, and said second party hereby agrees to deliver said property to said first party, or to permit said first party or their authorized agent to enter premises where said goods may then be and without let or hindrance remove or take them away, and any money paid by second party to first party under the terms of this contract shall be for the use and hire of said property only.

It is further agreed that Marshall-O'Brien-Worthen Co of Des Moines, Iowa, county Polk, said first party, is the sole owner of said property and that the title and all right to same shall remain in said Company until the above sum of \$334.25 dollars is fully paid and time is the essence hereof.

But upon the payment of all of the above named rent of \$334.25 dollars said company hereby covenants and agrees to deliver said second party a bill of sale for the above described goods without any further charge or charges therefor.

It is further agreed by second party that this contract shall be and have all the force and effect of a chattel mortgage on said described property and said company may sell said property or any part thereof, and out of the proceeds may satisfy all costs of collection and all expenses connected with the taking, shipping, crating, and reselling said goods and all unpaid balance due them rendering the surplus to second party.

All of the terms and conditions of this contract relating to payments of money and delivery of goods are to be performed at Des Moines, Iowa, Polk county.

In witness whereof the said parties have set their hands and seals the date first here written.

Marshall-O'Brien-Worthen Co.,

By Wm E. Comfort, Secy.
First part.