



Doc White, et al,

vs

H. E. Ellingwood

Chattel Mortgage - with Power of Sale.

This Indenture, made this 15th day of April 1907, between Doc White and Lee A. Hart, parties of the first part, and H. E. Ellingwood party of the second part,

Witnesseth, That for and in consideration of the sum of Three Thousand and Thirty three Dollars the receipt of which is hereby acknowledged, the parties of the first part have bargained, sold, granted, conveyed, and by these presents hereby bargain, sell and convey to the party of the second part his executors, administrators and assigns the following described property, the title to which we guarantee to-wit: One Irongray horse four years old. One bay horse four years old. One set of double work harness, and one saddle. Two head of Jersey Bulls, branded with a cross "X" on the right jaw, sixty head of Jersey milk cows, branded with a cross "X" on the right jaw, all located and to be kept three and one half mile north and east of Tulsa, on section twenty eight (28) Township Twenty (20) Range Thirteen (13) east in the Cherokee Nation, And it is further agreed and understood that this mortgage shall cover all the increase of the above cows. to have and to hold the same unto the party of the second part, his executors, administrators and assigns forever, conditioned, however, as follows:

Whereas the said parties of the first part is indebted to the party of the second part in the sum of Three Thousand and Thirty Three Dollars, as expressed by 17 note of even date hereto —

Now, if the parties of the first part shall well and truly pay to the party of the second part the sum herein before mentioned, and all other indebtedness which may be due to the party of the second part by the parties of the first part, together with the costs of this Trust, on or before the 1st day of September A. D., 1908, then this conveyance shall be void; otherwise to remain in full force and effect.

And in case any default is made in payment of said indebtedness, as herein set forth, or should the parties of the first part (prior to the full payment of the above mentioned indebtedness) sell, attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the written consent of the party of the second part, or in case the said party of the second part shall at any time deem insecure, or that in order to properly protect and secure full payment of the above mentioned indebtedness, such