COMPARED
No. 5984

Thomas M. Guilfoyle
To
H. E. Ellingwood
Chattel Mortgage - with power of sale.

This Indenture, Made this 20 day of August 1907 between Thomas M. Guilfoyle and Thomas Guilfoyle party of the first part, and H. E. Ellingwood party of the second part,

Witnesseth, That for and in consideration of the sum of Twelve Hundred Dollars the receipt of which is hereby acknowledged, the party of the first part has 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 he guarantees, to-wit: Forty six head of Jersey heifers rangeing in age from six month old to two years old, all branded with a long + cross on the left hip together with their increase. Two Jersey Bulls branded long + cross on left hip.

One bay mare seven years old named Nell.

One sorrell mare seven years old named Queen- both weighing about 1300 pounds each. One set double harness. One heavy stock saddle One sucking mare mule colt. Same to be kept in the 28th Recording District of the western District of the Indian Territory.

To Have and to hold the same unto the part- of the second part their executors, administrators and assigns forever, conditioned, however, as follows:

Whereas, the said party of the first part is indebted to the party of the second part in the sum of Twelve Hundred dollars ($1200) Dollars as expressed by 13 note of even date due one April, st 1908, balance due one every thirty days untill paid

Now, if the parties of the first part shall well and truly pay to the party of the second part the sum hereinbefore mentioned, and all other indebtedness which may be due to the party of the second part by the part- of the first part, together with the cost of this trust, on or before the 1st day of April A.D. 1909 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 part- 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 part- 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