

but that in case of default of payment of the said sum of money, with interest thereon as aforesaid, it shall and may be lawful for the Mortgagee, his executors, administrators or assigns peaceably and quietly to have, hold, use, occupy possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of him the Mortgagor, his executors, administrators or assigns, or any of them, or any other person or persons whomsoever. AND the Mortgagor doth hereby further COVENANT, PROMISE and AGREE to and with the Mortgagee, his executors, administrators and assigns that in case the sum of money realized under such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the Mortgagor, his executors and administrators shall and will forthwith pay, or cause to be paid, unto the Mortgagee, his executors, administrators and assigns all such sum or sums of money, with interest thereon as may then be remaining due.

AND the Mortgagor doth put the Mortgagee in the full possession of said goods and chattels by delivering to him the Mortgagee this Indenture of Mortgage in the name of all the said goods and chattels at the sealing and delivery hereof.

AND the Mortgagor COVENANTS with the Mortgagee that he will, during the continuance of this mortgage, and any or every renewal thereof, INSURE THE CHATTELS hereinafter mentioned against loss or damage by fire in some insurance office (authorized to transact business in Canada) in the sum of not less than Five Hundred Dollars, and will pay all premiums and moneys necessary for that purpose as the same becomes due, and will, on demand, assign and deliver over to the said Mortgagee, his executors and administrators the policy or policies of insurance and receipts thereof appertaining. PROVIDED that if on default of payment of said premium or sums of money by the Mortgagor, the Mortgagee, his executors or administrators may pay the same, and such sums of money shall be added to the debt hereby secured (and shall bear interest at the same rate from the day of such payment), and shall be repayable with the principal sum hereby secured.

IN WITNESS WHEREOF the parties to these presents have hereunto set their hand and seals,

SIGNED, SEALED AND DELIVERED	}	JAMES SMITH,	(L. S.)
In the presence of CHARLES SUMMER.		WALTER WINTERS.	(L. S.)

Affidavit of Mortgagee—

PROVINCE OF ONTARIO:	}	I, Walter Winters of the Township of Stamford, County of
COUNTY OF WELLAND, TO WIT:		Welland, yeoman, the Mortgagee in the foregoing Bill of Sale, by way of Mortgage named, make oath and say: That James

Smith, the mortgagor in the foregoing Bill of Sale by way mortgage named is justly and truly indebted to me this deponent, Walter Winters, the mortgagee therein named in the sum of five hundred dollars mentioned therein. That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid and not for the purpose of protecting the goods and chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the said James Smith the mortgagor from obtaining payment of any action against HIM.

SWORN before me at Welland, in the County of Welland, this 4th day of January, 1892.	}	WALTER WINTERS.
JAMES BROWN, a commissioner for taking affidavits in H. C. J.		

Affidavit of witness—

PROVINCE OF ONTARIO:	}	I, Charles Summers of the Township of Stamford, County
COUNTY OF WELLAND, TO WIT:		of Welland, mechanic, make oath and say. That I was personally present, and did see the within Bill of Sale by way mortgage duly signed, sealed and delivered by James Smith and Walter Winters, the parties thereto, and that the name Charles Summers set and subscribed as a witness to the execution thereof, is of the proper handwriting of me, this deponent, and that the same was executed at the Town of Welland, in the said County of Welland.

SWORN before me at Welland, in the County of Welland, this 4th day of January, in the year of our Lord, 1892.	}	CHARLES SUMMERS.
JAMES BROWN, a commissioner for taking affidavits in H. C. J.		

RECEIVED on the day of the date of this Indenture from the mortgagee the sum of five hundred dollars mentioned.

WITNESS, CHARLES SUMMERS	}	JAMES SMITH.