

Goods, chattels, furniture and household stuff hereinafter particularly mentioned and described:

One matched bay team, black mane and tail, five years old, fourteen hands high.

One democrat wagon, painted black, green striped, manufactured by Angustine &

Kilmer of Humberstone

One set double carriage harness, black leather and silver mounted, in good condition.

And one Little Massy-Harris self binder, manufactured by the Massy-Harris Company, Toronto,

All of which said goods and chattels are now lying and being on the premises situated in the Township of Stamford, Lot No. 10, in the Seventh Concession in the Township aforesaid, and being in possession of the said James Smith, the party of the first part,

TO HAVE AND TO HOLD all and singular the said goods and chattels, live stock and farming implements unto the Mortgagee, his executors, administrators and assigns, TO THE ONLY PROPER USE AND BEHOOF of the Mortgagee, his executors, administrators and assigns FOR EVER.

PROVIDED ALWAYS, and these presents are upon this express condition that if the Mortgagor, his executors, administrators do and shall well and truly pay, or cause to be paid, unto the Mortgagee, his executors, administrators and assigns, the full sum of Five Hundred Dollars, with interest for the same at the rate of seven per cent per annum, on the fourth day of March, 1893.

THEN THESE PRESENTS, and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything herein contained to the contrary thereof in any wise notwithstanding.

AND the Mortgagor, for himself, his executors and administrators, shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods, chattels and property unto the Mortgagee, executors, administrators and assigns against him, the Mortgagor, his executors, administrators and assigns, and against all and every other person or persons whomsoever,

AND the Mortgagor doth hereby for himself, his executors and administrators, COVENANT, PROMISE and AGREE to and with the Mortgagee, his executors, administrators and assigns that the Mortgagor, his executors or administrators; or some or one of them, shall and will well and truly pay, or cause to be paid, unto the Mortgagee, his executors, administrators or assigns, the said sum of money in the said proviso mentioned, with interest for the same as aforesaid, on the day and time, and in the manner above limited for the payment thereof: AND ALSO IN CASE DEFAULT SHALL BE MADE IN THE PAYMENT of the said sum of money in the said proviso mentioned, or of the interest thereon, or any part thereof; or in case the Mortgagor shall attempt to sell or dispose of or in any way part with the possession of said goods and chattels or any of them, or to remove the same or any part thereof out of the County of Welland, or suffer or permit the same to be seized or taken in execution without the consent of the Mortgagee, his executors, administrators or assigns to such sale, removal or disposal thereof, first had and obtained in writing, THEN and in such case it shall and may be lawful for the Mortgagee, his executors, administrators or assigns, with his or their servant or servants, and with such other assistant or assistants as he or they may require at any time during the day to enter into or upon any lands, tenements, houses and premises where-soever and whatsoever where the said goods and chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the goods and chattels. And upon and from and after the taking possession of such goods and chattels as aforesaid, it shall and may be lawful, and the Mortgagee, his executors, administrators and assigns, and each or any of them, is, and are hereby authorized and empowered, to sell the said goods and chattels, or any of them or any part thereof, at public auction or private sale, as to them or any of them may seem meet. And from and out of the proceeds of such sale in the first place to pay and reimburse himself or themselves all such sums and sum of money for principal, interest, insurance and expenses as may then be due by these presents, and all such expenses as may have been incurred by the Mortgagee, his executors, administrators or assigns in consequence of the default, neglect or failure of the Mortgagor, his executors, administrators or assigns in payment of the said sum of money, with interest thereon as above mentioned, or in consequence such sale or removal as above mentioned, and in the next place to pay unto the Mortgagor, his executors, administrators and assigns all such surplus as may remain after such sale and after payment of such sum or sums of money and interest thereon as may be due by virtue of these Presents at the time of such seizure and after payment of the costs, charges and expenses incurred by such seizure and sale as aforesaid.

PROVIDED ALWAYS, nevertheless, that it shall not be incumbent on the Mortgagee, his executors, administrators and assigns to sell and dispose of the said goods and chattels,