

1096

Dated 23<sup>rd</sup> Augt 1889

Marrison McDunnell

— TO —

John W Rose Trustee

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**Chattel Mortgage.**

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Newsome & Leyden, Law Stationers, 46 Adelaide St. East, Toronto.

filed 9.30 a.m. 26 Augt 1889  
John Rose Trustee  
Ref

# This Indenture

made the *twenty third* day of *August* in the  
year of our Lord one thousand eight hundred and *ninety*

**Between** *Marrisaue McDunnald of Tarry*  
*River in the County of Pictou Farmer*  
of the one part and *John W Ross. Trustee of Pictou*  
*in the County of Pictou Solicitor*

of the other part

**Witnesseth** that the said *Marrisaue McDunnald*  
for and in consideration of the sum of *Two hundred and*  
*twenty seven* <sup>*50/100*</sup> Dollars of lawful money  
of Canada to *him* in hand well and truly paid by the said *John W Ross Trustee*  
at or before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged  
**HATH** granted bargained sold assigned transferred and set over and by these presents **DOETH**  
grant bargain sell assign transfer and set over unto the said *John W Ross*  
*Trustee his* executors administrators and assigns

*One Black Horse 5 years old*  
*One Black Horse 2 1/2 years old*  
*One Black Horse 2 1/2 years old and*  
*One Mowing Machine 'Champion'*  
*the same being now in my*  
*possession and on the farm*  
*at Tarry River aforesaid occupied*  
*by me.*

To Have and to Hold the same and every part thereof unto and to the use of the said  
*John W. Cass Trustee his* executors administrators and assigns on breach  
of the covenants provisoes and agreements hereinafter mentioned and expressed or any or either  
of them IN TRUST to sell the same either at Public Auction or by private contract and out of  
the proceeds arising from such sale to pay all the expenses connected with these presents and the  
said sale and then to retain to and reimburse *to him John W. Cass* the said  
sum of *Two hundred and twenty seven 50/100* Dollars with  
interest thereon at and after the rate of ~~\_\_\_\_\_~~ dollars per centum per annum or any balance  
that may then be due to him the said *John W. Cass Trustee*  
rendering the surplus if any there be to the said *Merriman B. Davall his*  
executors administrators or assigns

Provided always and these presents are upon the express condition that if the said  
*Merriman B. Davall his* executors administrators or assigns shall well  
and truly pay or cause to be paid unto the said *John W. Cass Trustee*  
executors administrators and assigns the said full sum of *Two hundred*  
*and twenty seven 50/100* Dollars with interest thereon at and after the  
rate of ~~\_\_\_\_\_~~ per centum per annum in *twelve* months from the date hereof  
then these presents shall be void otherwise to be and remain in full force virtue and effect

~~And it is agreed that until default of payment or other default herein it shall be lawful for the~~  
said ~~\_\_\_\_\_~~ to retain the possession and use of the said

**And provided always** and it is hereby agreed by and between the parties hereto that if any proceedings shall be taken conveyed without the consent of the said ~~or to assign or attempt to assign the same~~ to remove any of the property hereby

~~Or if any legal proceedings shall be taken or any judgment entered against the said~~  
by any person or persons or execution issued  
against him or attempted to be levied on said property

or in case of any other default herein then in either of said cases it shall be lawful for the said  
executors administrators or assigns to take  
immediate possession of and sell the said property as hereinbefore provided before the expiration  
of the said period of

And the said *Morrison McDonald* for himself his executors and administrators hereby covenants promises and agrees to and with the said *John W Ross Trustee* his executors administrators and assigns that *he* the said will pay or cause to be paid to the said *John W Ross Trustee* his executors or administrators, *Twenty seven 50/100* Dollars and interest at the times and in the manner hereinbefore specified and provided.

And also will Insure and keep Insured against Fire in such good and sufficient Fire Insurance Office or Offices as shall be approved of by the said executors administrators or assigns on the property hereby mortgaged and conveyed the sum of *Two hundred and* Dollars

in the name and for the benefit of the said executors administrators and assigns and will deposit with the said all policies and receipts for renewal premiums of such insurance and in default thereof that the said executors administrators and assigns shall and may as required effect renew and continue such insurance and charge all payments made for or in respect thereof with interest after the rate aforesaid upon the mortgaged property

And that the said shall and will obey abide by and perform all and every the terms and stipulations hereinbefore mentioned according to the true intent and meaning of these presents and every the covenants and agreements herein contained.

In Witness Whereof the parties to these presents have hereunto their hands and seals subscribed and set the day and year first above written.

Signed, Sealed and Delivered  
In the presence of

*Morrison McDonald*



CANADA :

Province of Nova Scotia,

COUNTY OF

I *Morrison McDonald* of *Taney River*  
 in the County of *Pictou* Province of  
 Nova Scotia Dominion of Canada *Taney*  
 \_\_\_\_\_ make oath and say as follows :

I am the Mortgagor mentioned in the accompanying Chattel Mortgage

The amount set forth therein as being the consideration thereof is justly and honestly due and owing by me the Mortgagor to the Mortgagee and the Chattel Mortgage was executed in good faith and not for the purpose of protecting the property mentioned therein against my creditors or of preventing my creditors from obtaining payment of any claims against me

Sworn to at *Pictou*  
 in the County of *Pictou*  
 this *23<sup>rd</sup>* day of *August*  
 A.D. 188*0*, before me

*Morrison McDonald*

*Robert MacLennan*  
 a Commissioner of  
 the Supreme and County  
 Courts in and for the  
 County of *Pictou*