

This Indenture made (in duplicate) the Tenth day of November, A.D. 1921.

Between Lauritz Tastad,

of the Village of Alderson, in the Province of Alberta,

Farmer, hereinafter called the MORTGAGOR, of the FIRST PART, and Gustave L. Tastad,

of the Village of Loreburn, in the Province of ~~Alberta~~ Saskatchewan, -an

Farmer, hereinafter called the MORTGAGEE, of the SECOND PART,

Whereas, the Mortgagor is indebted to the Mortgagee in the sum of Twelve Hundred 00/100----- Dollars.

And Whereas, the Mortgagor is unable to duly meet his said indebtedness, and the Mortgagee has insisted upon receiving security, and has agreed thereon to extend the time of the payment of the said debt to the first day of November, A.D. 1922, and the Mortgagor has agreed to give this Chattel Mortgage as collateral security for the payment of the said sum above mentioned, and for the due payment of all and every note or notes hereinafter taken in renewal or substitution thereof or part thereof and of all interest, cost and charges incurred in respect thereof.

Now this Indenture Witnesseth that the Mortgagor for and in consideration of the premises and the said indebtedness and the sum of one dollar of lawful money of Canada, to him in hand, well and truly paid by the Mortgagee at or before the sealing and delivering of these presents (the receipt whereof is hereby acknowledged), HATH granted, bargained, sold and assigned, and by these presents DOTY GRANT, bargain, sell and assign unto the Mortgagee, his successors and assigns, all and singular the goods, chattels and stock hereinafter particularly mentioned and described as follows, that is to say:

- One Roan Mare, 10 years old, branded HG on right hip, and T on right shoulder,
- One Bay Mare, 10 years old, branded X on right hip, and GZ on right shoulder.
- One Bay Mare, 10 years old, branded OT on left hip, and ME on right hip.
- One Brown Mare, 12 years old, branded E on right shoulder.
- One Bay Gelding, 6 years old, branded L on right hip.
- One Light Bay Horse, Two years old, branded E on right thigh, One Filley Mare, Two years old, branded L on right hip, One Bay Mare, Two years old, branded L on right hip. One Black Horse, Two years old, branded L on right hip. One Bay Horse, Two years old, branded L on right hip. Three yearlings, of which two are ~~mare~~ fillies, and one Bay Gelding. One Holstein Cow, three years old, One Calf, 8 months old, One Petrolia special Waggon, One John Deere Disc, One John Deere Buggy, One International Gangplow, One International Sulky plow, One Four-section John Deere Harrow, and Four sets of harness.

all of which said goods, chattels and stock are now lying and being on the Premises of the Mortgagee, situate and being the East half of Section One Township fifteen Range Ten West of the Principal Meridian in the Province of Alberta, together with the natural increase of the said animals, until the whole of the said indebtedness is fully paid and satisfied, and also all goods and chattels of a like nature without regard to description and also all the horses, cattle and farm implements which shall at any time during the continuance of these presents or any renewal or renewals thereof be brought in or upon the said premises as part of the stock and implements of the said Mortgagor.

To Have and To Hold ALL AND SINGULAR the said goods and chattels, and stock and crop unto the Mortgagee, his successors and assigns TO THE ONLY PROPER USE AND BEHOOF of the Mortgagee, his successors and assigns FOR EVER.

Provided Always, and these presents are upon this express condition, that if the Mortgagor does and shall well and truly pay or cause to be paid unto the Mortgagee the full sum of Twelve hundred 00/100----- Dollars as follows:

On the first day of November, 1922.

With interest thereon from the Tenth day of November, A.D. 1921, until the said sum be fully and satisfied, whether before or after maturity, at the rate of eight per centum per annum.

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 anywise notwithstanding.

And the Mortgagor shall and will warrant and forever defend by these presents ALL AND SINGULAR the said goods, chattels and property unto the said Mortgagee against him the Mortgagor; and against all and every other person or persons whomsoever.

And the Mortgagor doth hereby COVENANT, PROMISE AND AGREE to and with the Mortgagee that the Mortgagor shall and will well and truly pay or cause to be paid unto the Mortgagee the said sum of money in the above proviso mentioned with interest for the same as aforesaid, AND ALSO IN CASE DEFAULT SHALL BE MADE IN PAYMENT of the said sum of money in the above proviso mentioned, or of interest thereon or any part thereof, or in case the Mortgagor shall attempt to sell or dispose of the said goods and chattels or any of them, or to remove the same or permit the same to be seized or taken in execution without the consent of the Mortgagee to such sale, removal or disposal thereof first had and obtained in writing THEN and in such case it may be lawful for the Mortgagee with his servant or servants and with such other assistant or assistants as he may require at any time during the day to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and chattels or any part thereof may be, and for such person to break and force open any doors, posts, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession and removing the said 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 is 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, without giving any notice as to him may seem most ADVISE from and out of the proceeds of such sale in the first place to pay and reimburse himself all such sum and sums of money, costs and charges as may then be due by virtue of these presents, and all such expenses as may have been incurred by the Mortgagee in consequence of the default, failure or neglect of the Mortgagor in payment of the said sum of money with interest thereon as above mentioned, or in consequence of such sale or removal as above mentioned, and in the next place to pay unto the Mortgagor all such surplus as may remain after such sale, and after payment of all sum or sums of money and interest thereon, as may be due by virtue of these presents at time of such seizure, and after the 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 to sell and dispose of the said goods and chattels, 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 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 or any other person or persons whomsoever; AND the Mortgagor doth hereby further COVENANT, PROMISE AND AGREE to and with the Mortgagee that in case the sum of money realized under any such sale, as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the Mortgagee shall and will forthwith pay or cause to be paid unto the Mortgagee all such sum or sums of money, with interest thereon, as may be due by virtue of these presents.

And the Mortgagor doth put the Mortgagee in full possession of said goods and chattels by delivering to his agent these presents in the name of all the said goods and chattels at the sealing and delivery hereof.

Notwithstanding anything hereinafter contained, it is expressly understood and agreed between the parties that this security is taken as collateral security only for payment of the said debt, and is not intended to operate as a merger of the said simple contract debts, nor in any way prejudicially affect the said simple contract debts, nor the powers of the Mortgagee thereon, except as to extension of time for payment of the said debt or note, nor to prejudice the right of the Mortgagee in respect of any goods or chattels for which the said notes may have been taken, nor the rights or powers, legal or equitable, held by the Mortgagee under any existing Mortgage.

Wherever the singular and the masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine where the context or the parties hereto require.

It is expressly Understood and Agreed that the covenants herein contained shall inure to the benefit of and shall bind and extend to the heirs, executors and administrators, successors and assigns of the parties hereto in as full and simple a manner as if they were especially named throughout this Indenture.

In Witness Whereof the parties to these presents have hereunto set their hands and seals.

Signed, Sealed and Delivered IN THE PRESENCE OF

Wilhelmine J. Brown

Lauritz Tastad

Canada
Province of Alberta

Wilhelmine J. Brown,
of the **Village**
in the Province of Alberta,

of **Alderson,**

Bank Clerk,

make oath and say:

TO WIT:

That I was personally present and did see the within Bill of Sale by way of Mortgage duly signed, sealed and delivered by **Lauritz Tasted** one of the parties hereto, and that the name **Wilhelmine J. Brown** set and subscribed as witness to the execution thereof is the proper handwriting of me, the deponent, and that the same was executed at the

of Alberta. **Village** of **Alderson,** in the said Province

Sworn at the **Village** of **Alderson,**
in the Province of **Alberta,** this **Tenth** day of **November,** A.D. 19**21,**
Before me

Wilhelmine J. Brown

amvethered

A Commissioner in and for the Province of Alberta

My Commission Expires Dec. 31st, 1922

DATED **November 10th,** A.D. 19**21.**

Lauritz Tasted.

TO

Gustave L. Tasted.

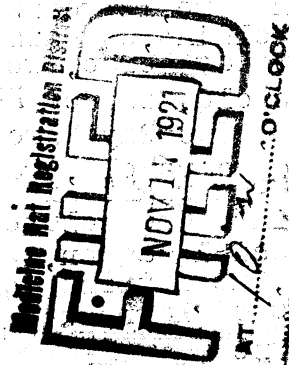
Chattel Mortgage

TO SECURE THE SUM OF

\$ 2500.00

Due **Nov. 1st, 1922.**

E-3-17—C. W. Rainbow & Co., Stationers, Medicine Hat, Alta.



Canada
Province of Alberta

Gustav L. Tasted,
of the **Village**
in the Province of **Saskatchewan,**

of **Lorburn,**
Farmer,

TO WIT:

the Mortgagee in the foregoing Bill of Sale by way of Mortgage named, make oath and say:

That I am the Mortgagee in the foregoing Bill of Sale by way of Mortgage named, and have a personal knowledge of the matters herein deposed to. **THAT** the Mortgagor in the foregoing Bill of Sale by way of Mortgage named the Mortgagee therein named the sum of **Twelve Hundred** justly and truly indebted to mentioned therein and interest thereon as herein mentioned. **THAT** the said Bill of Sale by way of Mortgage was executed in good faith and for the express purposes 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 **Lauritz Tasted** the Mortgagor therein named, or preventing the Creditors of such Mortgagor from obtaining payment of any claim against him.

Sworn at the **Village** of **Strongfield**
in the Province of **Saskatchewan,** this **14th** day of **November,** A.D. 19**21,**
Before me

G. L. Tasted

R. Woodward

A Commissioner in and for the Province of Alberta

My Commission expires Dec. 31st, 1922

Canada
Province of Alberta

Lauritz Tasted,
of the **Village**
in the Province of Alberta, **Farmer.**

of **Alderson,**

TO WIT:

the within named Mortgagor make oath and say that:
1. My name and surname are both correctly spelled in the foregoing Mortgage, and I am correctly described therein. I am now absolutely and in my sole exclusive right, the owner and possessor of the goods and chattels mentioned and described in the said Chattel Mortgage.
2. The said goods and chattels are correctly described in the said Mortgage.
3. There is no mortgage, hypothec, lien, or claim of any kind or nature, adverse to my rights, of, upon or against such goods and chattels, or any portion of them, save the foregoing Mortgage.
4. There is no judgment or execution of any kind now in force or extent against me. I claim the said chattels, or such portion thereof as may properly be claimed as exempt from seizure, under any execution or other process of any court; and I will so claim them until such Mortgagor is fully paid and satisfied.
I am over 21 years of age, and I make the above statements (among others) with the intent and for the express purpose of

Sworn at the **Village** of **Alderson,**
in the Province of **Alberta,** this **Tenth** day of **November,** A.D. 19**21,**
Before me

Lauritz Tasted

amvethered

A Commissioner in and for the Province of Alberta

My Commission expires Dec. 31st, 1922