

# This Indenture

made in duplicate the 24th day of Oct, A.D. 1936.

Between Alphonsine Cantin,

of the Township of Casgrain, District of Cochrane,  
A Widow, in the County of hereinafter called the MORTGAGOR of the FIRST PART; and

Henri Labelle and Alfred Alarie

of the Township of Casgrain and Kendall, District of Cochrane,  
hereinafter called the MORTGAGEE of the SECOND PART

Witnesseth that the Mortgagor for and in consideration of Three-hundred (\$300.00) Dollars of lawful money of Canada to him in hand well and truly paid by the Mortgagee at or before the sealing and delivery of these Presents (the receipt whereof is hereby acknowledged) hath granted, bargained, sold and assigned, and by these Presents DOTH GRANT, bargain, sell and assign unto the Mortgagee, his executors, administrators and assigns.

ALL AND SINGULAR the goods and chattels, particularly mentioned and set forth in Schedule endorsed hereon (or hereunto annexed) and marked with the letter "A", all of which said goods and chattels are now the property of the Mortgagor and are situated in, around and upon the premises known as Lot No. 24, Con. 7, Casgrain Twp., in the County of Cochrane, in the Province of Ontario.

And it is hereby further understood and agreed by and between the parties hereto that all goods and chattels of a like or similar description to or different from those hereinbefore mentioned which shall hereafter be taken or brought into stock or possession by the Mortgagee during the currency of these Presents or any renewal thereof either in addition to or in substitution for the said goods and chattels or any of them, either upon the said premises or upon any other premises to which he may remove his business, or a substantial part of his business or upon which he now carries on or may hereafter carry on, commence or start any branch of his business, shall at once upon being so brought into stock or possession, become mortgaged hereby without a fresh instrument being executed for that purpose and all such goods are hereby mortgaged.

AND it is hereby further understood and agreed by and between the parties hereto that in case the said Mortgagee shall take in any party or parties with him in said business or any branch thereof then these Presents shall cover his or their interests in all goods and chattels thereafter purchased by said partnership and brought into stock or possession as aforesaid.

TO HAVE AND TO HOLD all and singular the said goods and chattels unto the Mortgagee, his executors, administrators and assigns, to the only proper use and behoof of the Mortgagee, his executors, administrators and assigns, FOREVER, PROVIDED ALWAYS and these presents are upon this express condition that if the Mortgagor do and shall well and truly pay or cause to be paid unto the Mortgagee the full sum of

Three-hundred (\$300.00) Dollars with interest on the same at the rate of Nil per centum per annum on the day and times following, that is to say: \$50.00 on the 15th day of December 1936, and \$100. on the 15th day of December 1937; and \$100.00 on the 15th day of December 1938; and \$50.00 on the 15th day of December 1939.

This Mortgage shall be null and void on the payment of \$300.00 to Rev. Alberic Ouellette by Mrs. Alphonsine Cantin.

AND the Mortgagor covenants with the Mortgagee that he will during the continuance of this Mortgage and any renewal or renewals thereof keep up the amount of stock in trade in the said premises so that at no time will it be less than the actual cash value of .....\$300.00..... Dollars  
 if sold by public auction, and that should the same at any time during such period not be of such value (as in which the Mortgage shall be sold judge) all the money secured by this Indenture shall immediately become due and payable and the Mortgagee shall thereupon have liberty forthwith to take any and all proceedings for the better securing himself and for the enforcing and obtaining payment of the moneys secured hereby as though default had actually been made in the payment of the moneys secured hereby or any part thereof.

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

AND it is hereby further understood and agreed by and between the parties hereto that any and all payments hereafter made by the Mortgagor to the Mortgagee whether the same be specially applied by the Mortgagee or not may be applied by the Mortgagee to any portion or portions of the present or future indebtedness of the Mortgagor to the Mortgagee, and the Mortgagee may at any future time and as often as he shall see fit and either before or after any renewal hereof or any seizure or sale hereunder, apply, change the application of or re-apply any or all of such payment whether such or any portion of the present or future indebtedness be due or accruing due at the time of such application or any such re-application and notwithstanding that entries of any previous application may be made in the books of the Mortgagee or in any receipts or statements furnished by him or otherwise.

AND the Mortgagee hereby covenants with the Mortgagor that he will pay the costs, charges and expenses of and incidental to the taking, preparation, execution and filing of these Presents and of every renewal thereof.

AND it is hereby understood that in case of withdrawal by death, voluntary act or otherwise from the said firm of Mortgagees, of any member or members thereof, or in case of the addition of any person or persons thereto then those Presents shall be for the benefit of such new firm continuing to carry on the business of the present firm, and shall operate as security for all the then present and future indebtedness of the Mortgagor to such new firm, and all the provisions of these Presents shall apply to such new firm as fully and effectually as if such new firm were now in existence and as if these Presents were taken in the name of such new firm.

PROVIDED, and it is hereby agreed, that in construing these Presents the words "Mortgagor" and "Mortgagee" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Mortgagor or Mortgagees," "Mortgagee or Mortgagees" and "his," "her" or "their," respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted; And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagee or Mortgagees shall be equally secured to and exercisable by his, her, or their executors, administrators and assigns, or successors and assigns as the case may be; And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Mortgagor or Mortgagees shall be equally binding upon his, her or their executors, administrators and assigns, or successors and assigns as the case may be.

IN WITNESS WHEREOF the said parties hereto have hereto set their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of

*J. P. Leantim*

*Alphonse Cantin  
 Henri Labelle  
 Alfred Alarie*

If the affidavit is made by an agent, or by the officer of a Corporation the following clause must be added at the end of the affidavit: "And that I am aware of all circumstances connected with the said Bill of Sale by way of Mortgage, and have personal knowledge of the facts herein deposed to."

ONTARIO

~~County~~  
 District of Cochrane

To Wit:

We, Henri Labelle and Alfred Alarie,  
 of the Townships of Casgrain and  
 Kendall,  
 in the District of Cochrane,

the Mortgagee  in the foregoing Mortgage named make oath and say: that

Mortgage named  is justly and truly indebted to  the Mortgagee in the foregoing  
 Mortgagee  therein named in the sum of .....\$300.00..... Dollars mentioned therein,  
 that the said 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 Mortgage against the creditors of the said Mortgagor therein named, or of preventing the creditors of the  
 said Mortgagee from obtaining payment of any claim against

SWORN before me at the Town of Hearst,  
 in the ~~County~~ District of Cochrane,

of this 24th day of Oct., A.D. 1936.

*A. Chaute*

A Notary Public

A Commissioner for taking affidavits, etc.

*Henri Labelle  
 Alfred Alarie*

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 doth hereby COVENANT PROMISE and AGREE to and with the Mortgagee that the Mortgagor shall and will warrant and forever defend ALL and SINGULAR the said goods and chattels unto the Mortgagee against the Mortgagor and against all and every other person or persons whomsoever; And also 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 on the same as aforesaid on the day and time and in the manner hereinbefore provided for the payment thereof; AND ALSO THAT 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 as hereinbefore provided or the Mortgagor shall attempt to or shall sell or dispose of or in any way part with the possession of the said goods and chattels or any of them or to remove the same or any part thereof out of the **above mentioned property**

or suffer 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 or in case the Mortgagee feels unsafe or insecure or deems said goods and chattels in danger of being sold or removed, THEN and in every such case the whole of the money secured by this Indenture shall immediately thereon become due and payable and it shall and may be lawful for the Mortgagee or his servant or servants and with such other assistant or assistants as he or they may require at any time during the day or night to enter in or upon any lands, tenements, houses and premises whatsoever and whatsoever where the said goods and chattels or any part thereof may be and for such persons to break and force open doors, locks, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing said goods and chattels; and upon and from and after the taking possession of said goods and chattels as aforesaid it shall and may be lawful for the Mortgagee and he 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 as to him may seem meet; and 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 as may be secured by virtue of these Presents and all such expenses as may have been incurred by the Mortgagee in consequence of the action, default, neglect, failure or attempt of the Mortgagor as aforesaid or in consequence of such action of the Mortgagee, and in the next place to pay unto the Mortgagor all such surplus as may remain after such sale and after payment of all such sum or sums of money and interest thereon as may be secured by 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; AND IT IS HEREBY UNDERSTOOD AND AGREED that in case default shall be made in the payment of any of the said sums of principal or interest, then interest shall continue to be payable at the rate aforesaid thereon from the maturity thereof until the same shall be fully paid; 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 or the interest thereon as aforesaid or any part thereof or in case the said Mortgagor shall attempt to sell, remove or dispose of the said chattels without the consent (in writing) of the said Mortgagee it shall and may be lawful for the Mortgagee peaceably and quietly to take hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hindrance or interruption of the said Mortgagor or any other person or persons whomsoever; AND FURTHER that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount of principal, interest, costs, charges and expenses according to the provisions of this Indenture that the Mortgagor shall and will forthwith pay or cause to be paid unto the Mortgagee all such deficiency.

AND FURTHER that the Mortgagor will during the continuation of this Mortgage and any and every renewal thereof INSURE and keep insured the goods and chattels hereinbefore mentioned against loss and damage by fire in some ~~Insurance Company authorized to transact business in Canada and approved of by the Mortgagee in the sum of not less than~~ **Five** Dollars as security for the moneys secured by this Indenture, for the benefit of the said Mortgagee, and will pay all premiums and moneys necessary for that purpose as the same become due and payable in respect of such insurance, the loss if any to be payable to the said Mortgagee, and the production of this Indenture shall be sufficient authority for, and the said Insurance Company is hereby directed thereupon to pay such loss if any to the said Mortgagee; PROVIDED that if the said insurance is not affected or not kept duly renewed and default be made in payment of the said premiums or sums of money by the Mortgagor, the Mortgagee 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 moneys next falling due under these Presents;

AND further the Mortgagor covenants with the Mortgagee that upon the issue of a writ of summons for a money demand against the Mortgagor; or upon the issue of any execution upon any judgment against the Mortgagor, or the issue of a warrant of distress for any rent or taxes, in respect of the premises, in or upon which the said goods and chattels or any part thereof may at any time during the currency of this Mortgage or any renewal thereof be situate; or upon the failure to insure or keep insured the said goods and chattels within the meaning of the provisions of this Indenture; or upon the abandonment of the said goods and chattels or any part thereof; or upon the making of any assignment for the benefit of creditors; or upon the arrest of the Mortgagor on any criminal charge or the issue of a writ of capias or a writ of attachment against the Mortgagor then so often as any of the said events may happen all the money secured by this Indenture shall immediately become due and payable and the Mortgagee shall forthwith be at liberty to take any and all proceedings for the better securing himself and for the enforcing and obtaining payment of the money secured hereby as though default had actually been made in the payment of the moneys hereby secured or any part thereof.

- 2 Horses
- 2 Set of Harnesaf
- 2 Milk Cows
- 1 Hand Flow
- 1 Spike Harrow
- 1 Disk
- 1 Set of double Bob-Sleighs
- 1 Double Wagon

Dated Oct., 24<sup>th</sup>., A.D. 1926.

Alphonsine Cantin

-TO-

Henri Labelle and  
Alfred Alarie.

**Chattel Mortgage**  
(BLAKE)

TO SECURE THE SUM OF

\$300.00

Messers & Gilbert, Limited, Toronto, Ont.

26<sup>th</sup> Oct/26  
after  
J. B. Cantin  
THE REGISTRAR OF MORTGAGES  
ONTARIO

ONTARIO

County of District of  
Cochrane of the Township of Casgrain,  
in the County of District of Cochrane, Farmer,  
To Wit:

make oath and say:

That I was personally present and did see the within or annexed Mortgage duly signed, sealed and executed by  
Alphonsine Cantin, Henri Labelle and Alfred Alarie

of the parties therein

that I know the said part and that the name Jean B. Cantin  
set and subscribed as a witness thereto is of the proper handwriting of me, this deponent; that the said Mortgage was executed  
by the said part <sup>188</sup> Cochrane, TOWN 26<sup>th</sup> of Oct., A.D. 1926,  
County of Cochrane, on the 26<sup>th</sup> day of Oct., A.D. 1926,  
and that I am an attesting witness thereto of the due execution of the said Mortgage.

SWORN before me at the Town of  
Cochrane, in the District of  
Cochrane, this 26<sup>th</sup> day of  
Oct., A.D. 1926.

J. B. Cantin