2246

James Cupp
To
Canadian Coal Co.

Chattel Mortgage
With Power of Sale.

P. D.
P.
P. L.
C. L.
C. D
C. I.

This Indenture, made twelfth day of January, 1907 between James Cupp party of the first part, and The Canadian Coal Company party of the second part.

Witnesseth, That for and in consideration of the sum of Seven Hundred and No/00 Dollars, the receipt of which is hereby acknowledged, the party of the first part Bargained, Sold, Granted, conveyed, and by these presents hereby bargains, sells, and convey to the party of the second part its executors, administrators and assigns, the following described property, the title to which he guaranties, to-wit:

One bay horse weight 1500 pounds scar on right hind leg, between ankle and knee, little star in forehead, nine years old next spring, named Pete.

One bay horse, white streak down face, eight years old, weight about 1450#, named George. One sorrel horse, bald faced, eight years old, weight 1450#, named Joe. One sorrel horse, bald faced, nine years old, wt 1400#, named Sam. One black horse, 8 yrs. old, wt. about 1100#, named Nig. One bay horse, 8 yrs old, wt. about 1000#, named Dick. One black mare, 12 yrs. old, wt. about 1500#, named Fan. One roan horse, 6 yrs old, wt. about 1000# named Clyde. One Birdsell wagon 3-1/2 inch two sets of brass mounted harness. One Capital wagon, 3 1/4 inch leather set of big harness for two horses, to have and to hold the same unto the party of the second part, its executors, administrators and assigns forever, conditioned however, as follows.

Whereas, The said party of the first party is indebted to the party of the second part in the sum of seven Hundred and No/100 Dollars, as expressed by one certain note of even date.

Now, if the party of the first part shall well and truly pay to the party of the second part the sum hereinbefore mentioned, and all other indebtedness, including notes given or overdraft not to exceed -- dollars, which may be due to the party of the second part by the party of the first part, together with the cost of this Trust, on or before the 12th day of April, A.D., 1907, then this conveyance shall be void; otherwise to remain in full force and effect. And in case any default is made in payment of said indebtedness, as herein set forth, or should the party of the first part (prior to the full payment of the above mentioned indebtedness) sell, or attempt to sell, ship, remove or otherwise dispose of the property herein conveyed, or any part thereof, without the written consent of the party of the second part, or in case the said party of the second part shall at any time deem it insecure, or that in order to properly protect it and secure full payment of the above mentioned indebtedness such action shall be necessary, then, in either event, the party of the second part, agent or attorney.