

#39279
A. T. Co. No. ORIGINAL.

State of
CHattel MORTGAGE.

FROM

TO THE
ADVANCE THRESHER CO.,
BATTLE CREEK, MICH.

State of }
County of } ss. No.

This instrument was filed for record in the Recorder's
office of
County, on the day of
A. D. 189 at o'clock M., and
recorded in book Page

Recorder,
at Postoffice.

I hereby certify that I have examined the records and files
in my office, and there are no other liens entered or filed
therein on the property within described.

Registrar of Deeds.
Dated A. D. 189

NOTICE.

ILLINOIS.—This Mortgage must be acknowledged before a
Justice of the Peace in the town where the mortgagors reside,
and an entry made by him in a book to be kept for that pur-
pose, giving names of parties, date of mortgage, amount
secured, a description of the debt and of the property, and
must then be recorded in the county where the mortgagors
reside, or if non-residents of the State, then in the county
where the property is situated. Never make longer than two
years.

COLORADO.—Acknowledge before a Notary Public or Justice
of the Peace. Record in the county where property is situ-
ated.

STATE OF ILLINOIS, } ss. 2998318
COOK COUNTY.

Filed for Record AUG 17 A. D. 1900
at 9 o'clock 4 M. and
recorded in Book 1284 of Records
Page 223.

Robert M. Simon
Recorder

STATE OF COLORADO,
County of } ss.

This mortgage was duly acknowledged before me by the above named
this day of
I certify my commission will expire 189 A. D. 189.

WITNESS my hand and seal,

Notary Public.

SEAL

STATE OF ILLINOIS,
County of Cook } ss.

This Chattel Mortgage was duly acknowledged before me by *Frank Mark*
the Mortgagorsherein named, and entered by me this *seventh* day of *August* A. D. 189.

WITNESS my hand and seal,

Justice of the Peace.

SEAL

784 25
177
367 25

Know all Men by These Presents: That Frank F. Mick, Adam H. Weber

and Fossbender & Arnold of the Town of St. Charles County

of Cook and State of Illinois in consideration of the sum of

Five Thousand Sixty one and 00/100 DOLLARS,

in hand paid by the ADVANCE THRESHER COMPANY (an incorporated company), of Battle Creek, Calhoun County, Michigan, the receipt whereof is hereby acknowledged, do hereby grant, sell, convey, and confirm unto the ADVANCE THRESHER COMPANY, its successors or assigns, the following goods and chattels; to wit:—

One Advance Separator complete, No. 12767 with Stacker, Belts and all fixtures with or belonging to the same, and all that may hereafter be added.

Also, one 16 Horse Jacketed Steam Engine, complete, No. 6-435 with all fixtures and appendages with or belonging to the same, and all that may hereafter be added.

Also, one Main Drive Belt, and the drive belt that may at any time be used with above machinery.

Also one Horse Power complete, No. 3896 and all fixtures and appendages with or belonging to the same.

Also one Advance Band Cutter and Feeder, and attachments thereto, No. 3896

The above machinery being the machinery this day purchased by first party of party of the second part.

Also one Advance Bagger and Register, and attachments thereto No. 342

Also one Head Light



To have and to hold, said goods and chattels, unto the mortgagee, its successors and assigns, forever. And the mortgagors, for the purpose of obtaining credit hereby represents that they are the owners of the same and that the same is free and clear of all liens and incumbrance.

Provided, Nevertheless, That if the said mortgagors, their executors and administrators, shall pay unto the said mortgagee, its successors or assigns, the sum of Five Thousand Sixty one and 00/100 DOLLARS,

with interest according to the terms of three certain promissory notes, signed by said mortgagors, payable to the ADVANCE THRESHER COMPANY, or order, and described as follows; to wit:—

One Note dated July 31 1900 due Dec 15 1900 for \$ 1031.00

One Note dated " " 1900 due " " 1901 for \$ 1000.00

One Note dated " " 1900 due Jan 1 1902 for \$ 30.00

One Note dated " " 1899 due " " 1899 for \$ "

To secure said notes this mortgage is given. Now, if said mortgagors shall pay said notes, as they become due, with all the interest thereon, then this mortgage is to be void; otherwise to remain in full force.

Provided, That it shall be lawful for said mortgagors to retain possession of said goods and use the same until default is made in the payment as above specified, or covenants hereinafter made. And the mortgagors hereby covenant that in case default shall be made in the payment of the notes or either of them, or the interest thereon, or if the mortgagee, or assigns, shall feel themselves unsafe, or shall fear removal or waste of said property; or if said mortgagors shall sell, or attempt to sell said goods, or any part thereof; or if any execution or attachment shall be levied on said goods; or if said chattels shall go into the hands of any administrator for the purpose of being sold; or if said mortgagors shall attempt to remove said goods and chattels from the County where mortgage is filed without written consent of the mortgagee, then, in either of the cases, all said notes shall, at the option of the ADVANCE THRESHER COMPANY, without notice, become at once due, and the said mortgagee, or assigns, shall thereupon have the right to take possession of said property, and may enter, without liability, upon the premises of the mortgagors, search for the same, and take possession of and sell said property at public auction, to the highest bidder, after giving the notice required by the laws of the State in which the property was at the time of giving this mortgage, and out of the money arising from such sale retain all charges for taking, removing, keeping, advertising and selling said goods and chattels, and all prior liens, together with the amount unpaid upon said notes, and a reasonable attorney's fee for foreclosing this mortgage, rendering the surplus unto said mortgagors. At any such sale by auction the mortgagee, or assigns, may become the purchasers of said property.

And said mortgagors do hereby authorize the Sheriff of the County of Cook and State of Illinois upon the request of holder of said notes, to execute the power of sale herein granted, and the execution of

said power by said sheriff shall be conclusive upon the mortgagors. The above authority to the sheriff is in no sense to conflict with the right hereinbefore given to mortgagee, or assigns, to execute the same.

It is agreed by the mortgagors that if the notes secured hereby, or any part, are collected by an attorney, they will pay ten per cent as attorney's fees, and this mortgage shall be security for the payment of the same.

It is also expressly agreed on the part of said mortgagors that in case default is made in any of the conditions of this mortgage, all notes shall become immediately due at option of mortgagee, and if the property is sold for the payment of the notes hereby secured, all notes being thereby made immediately due, that the ADVANCE THRESHER COMPANY, at its option, may apply the proceeds of such sale, after the payment of the costs and expenses aforesaid, to the payment of either or any note; and if any note is guaranteed or endorsed, the Company shall first apply the proceeds on notes not endorsed or guaranteed; and, if the proceeds of such sale is not sufficient to satisfy the notes remaining unpaid, the ADVANCE THRESHER COMPANY may at once have a personal judgment against said mortgagors upon said notes so remaining unpaid, and an execution awarded thereon.

The application of the money by the ADVANCE THRESHER COMPANY, under the option aforesaid, shall in no way affect the priority of the notes secured by this mortgage. It is further agreed on the part of the mortgagors that they will pay all charges for the execution and recording of the release and satisfaction of this mortgage. The exhibition of this mortgage shall be sufficient proof that any person claiming to act for the ADVANCE THRESHER COMPANY, or assigns, is the duly constituted agent to do whatever is required under this mortgage.

In Witness Whereof, we have hereunto set our hand and seal this 31st

day of July 1900

Signed, sealed and acknowledged in presence of

Joseph Arnold
Frank Mick

Frank F. Mick (SEAL)
Adam H. Weber (SEAL)
Fossbender & Arnold (SEAL)

POSTOFFICE ADDRESS

Agents and collectors should in all cases have both the original and copy signed and executed by the Mortgagor, and if more than one original is needed for record, cancel words "original" and "copy" and write instead on each sheet "executed in duplicate."

Also read and follow instructions on back hereof.

Fill in Number of all Machines and Engine if possible, and cancel all descriptions not used. When other property is included, describe minutely.