

Chattel Mortgage Wm Heath from Samuel Heath

122 Know all men by these presents, that I William Heath of the County of Fulton, in the State of Missouri of the first part, for and in consideration of Two hundred & fifty dollars to me in hand paid by Samuel Heath of County & State aforesaid of the second part, (the receipt whereof is hereby acknowledged,) do hereby Grant, Bargain and sell unto the said party of the second part, his heirs and assigns the following goods and chattels to wit; Two Bay horses, one five years old, and one six years old, One two horse wagon, & one sett two horse harness, One half of thirty five Acres of Corn now growing on the farm of William Gaps in the County & State aforesaid, Two thirds of ten Acres of Corn now growing on the farm of Baron Hara in the County and State aforesaid, Two thirds of five Acres of Wheat on Henry Bellows farm, County and State aforesaid, One half of ^{one} Alton Thrusting Machine, One third of fifteen Acres of barley on J. O. Greens farm County & State aforesaid, To have and to hold, all and singular the said goods and chattels unto the said party of the second part, his heirs and assigns forever, And the said party of the first part, for himself, his heirs, executors and administrators, doth hereby covenant to and with the said party of the second part and his assigns, that he is lawfully possessed of the said goods and chattels as of his own property; that the same are free from all incumbrance, and that he will warrant and defend the same to him the said party of the second part and his assigns, against the lawful claims and demands of all persons Provided, nevertheless, that if the said party of the first part, his heirs, executors and administrators shall well and truly pay to the said party of the second part, his heirs, executors, administrators or assigns for the redemption of the above bargained goods and chattels, the just and full sum of Two hundred & fifty dollars on or before the First day of January A. D. 1854 with interest according to the tenor and effect of a certain promissory note given by the said party of the first part to the said party of the second part, bearing even date herewith, then this Mortgage to be void otherwise to remain in full force and Virtue, And provide further, that until default made by the said party of the first part, in the performance of the condition aforesaid, it shall and may be lawful for him to retain the possession of the said goods and chattels, and to use and enjoy the same, but if the same or any part thereof shall be attached or claimed by any other person or persons at any time before payment, or if the said party of the first part shall attempt to sell the same without the authority and permission of the said party of the second part in writing expressed, then it shall and may be lawful for the said party of the second part, or his assigns to take immediate and full possession of the whole of said goods and chattels to his and their own use in witness whereof the said party of the first part has hereunto set his hand and seal this 25th day of June A. D. 1852.

William Heath

Signed and sealed in presence of J. O. McClung

State of Missouri, Fulton County - ss. This Mortgage was acknowledged before me by William Heath this 25th day of June A. D. 1852. George Sampson Justice of the Peace of Fulton County

Recorded 28th June 1852

113 Know all men by these presents, that I H. N. Russell of Lev Township in the County of Fulton and State of Missouri, in consideration of One Hundred Dollars to me paid by David Payne of Philadelphia (the receipt whereof I do hereby acknowledge) have granted, bargained and sold, and by these presents do grant, bargain and sell unto the said David Payne, his heirs, executors, administrators

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