

M

3603

1834

Indenture of Mortgage

Peregrine Warren Esq^r _____

to

Archibald Fraser Esq^r _____

Recd 12/6 1834

Dated Feby 28th

This Indenture

made the twenty seventh day of

January in the year of our Lord one thousand eight hundred and thirty
our Between Peregrine Warren of the Township of Gladwin and in
the District of Newcastle and Province of Upper Canada Esquire of
the one part And Archibald Fraser of Cornwall in the Eastern District
and Province of Upper Canada aforesaid Architect of the other part
Whereas the said Peregrine Warren is indebted to the said Archibald
Fraser in the sum of one thousand pounds of lawful money of the
Province of Upper Canada to be paid to the said Archibald Fraser
together with lawful interest thereon in manner and at the times herein-
after more particularly mentioned Now This Indenture Witnesseth
that the said Peregrine Warren for the better securing the payment of the said
debt and also for and in consideration of the further sum of five shillings
lawful money aforesaid to him by the said Archibald Fraser in hand
well and truly paid upon before the sealing and delivery of these presents the
receipt whereof is hereby acknowledged Both granted bargained sold

well and truly paid up or before the sealing and delivery of these presents the receipt whereby is hereby acknowledged. Both granted bargain and sold licensed released transferred conveyed affirmed confirmed and confirmed by these presents Both grant bargain sell alien release transfer convey affirm and confirm unto the said Charles Frederick Lewis and Aloysius All that certain parcel or tract of land and revised situate lying and being in the Township of Hamilton in the aforesaid District of Newcastle being composed of the front part of lot number twenty in the first & one of section containing by admeasurement two rods of front and a half of each side the same more or less which said parcel or tract of land is bounded and bounded on maybe otherwise known as follows that is to say Commencing at the distance of four chains seventy seven links along the western limit of lot number twenty from the baseline thence with the said degrees West three chains twenty three links along the

East side of allowance for road between lots numbers twenty
and twenty one thence North seventy four degrees East one
chain eighty three links thence South sixteen degrees
East three chains twenty three links thence South seventy
four degrees West one chain eighty three links to the place of
beginning And also all and singular that contain other
parcels or tracts of land and premises situate in the of or -
said Township of Hamilton containing by actual measurement
one half of an acre more or less being composed of a wild bog lot
in number three being part of lot number twenty
in the first concession of the said Township of Hamilton which
is better and bounded as follows that is to say beginning
at the distance of two chains and forty one links from the South
West angle of said lot number twenty then North seventy four

West angle of said lot running

seventy four degrees East parallel to the conveyance line in front of said lot four chains sixteen links Then North sixteen degrees West parallel to said Western limits one chain twenty links then South seventy four degrees parallel to said conveyance line four chains and sixteen links more or less to Western limits of said lot number twenty Then South sixteen degrees East along said Western limits to place of beginning - And all houses out houses buildings woods ways waters water courses easements profits privileges commodities advantages improvements hereditaments and appurtenances whatsoever to the said lands tenements hereditaments and premises belonging And the reversion and reversions remainder and remainders yearly and other rents issues and profits thereof And all the estate right title interest use trust property claim and demand whatsoever both at law and in Equity of him the said

Perceive Whence of in to or out of the same Premises every entry
part or parcel thereof - To have and to hold the said lands and
Premises hereby granted and sold as mentioned and intended
so to be with their and every of their appurtenances unto the
said Archibald Fraser his Heirs and Assigns To the only proper
use and behoof of the said Archibald Fraser his Heirs and Assigns
forever Subject Nevertheless to such proviso or condition for
the redemption of the said Premises as herein after is contained
Provided always And these Presents are upon this express —
condition and it is the true intent and meaning hereof - and of
the parties herunto that if the said Perceive Whence his ex-
ecutors or Administrators or some or one of them shall and do
well and truly paid a cause to be paid unto the said Archibald

... into the said Archibald
Spectator Administrator or assigns the full and just sum of one
thousand pounds with legal interest on the same in manner
and on the days and times hereinafter mentioned and set forth
for the payment of the same without any deduction or abatement
or abatement whatsoever then and in such case there -
presents and every matter and thing herein contained
shall cease and be utterly null and void and the said
Perceigne Warden for himself and his heirs Spectators and
Administrators doth covenant promise grant and agree to and
with the said Archibald Fraser his Spectator Administrator
and assigns in manner following that is to say that he the
said Perceigne Warden his heirs Spectators or Administrators
or some or one of them shall and will well and truly pay or cause
to be paid unto the said Archibald Fraser his Spectator or
Administrators or assigns the sum of one thousand pounds with

Interest for the same in manner following that is to say
the sum of two hundred pounds with interest thereon on or
before the twenty eighth day of February next the further sum
of two hundred pounds with interest thereon from the date
hereof on or before the twenty eighth day of February which
will be in the year of our Lord one thousand eight hundred
and thirty seven And the remaining sum of six hundred
pounds to be paid in annual instalments of one hundred
pounds each with interest the first payment to be made
on the twenty eighth day of February in the year of our Lord
one thousand eight hundred and thirty eight according to
the purport true intent and meaning of these presents.

In witness whereof the said parties to these presents have hereunto

written and in the fourth year of his Majesty's Reign—

signed Sealed and Delivered

In Presence of

J. B. Bouchin

Att. York

Witness
Teste

Archd. Gould

Registry Office
County of
Northumberland
I do hereby certify that a memorial
of the within deed of Mortgage was
by me duly registered on the the

twenty fourth day of September in
the year of our Lord the thousand eight hundred and
eighty four at the hour of ten o'clock in the fore-
noon, in which I took security nine, Memorial Three thousand
and hundred and three.

W. J. J. J.
Sept 24/84