

Recd of letters 763,77

11e
May 7th 1889.

Received on account of within One
hundred sixty three 7/100 dollars, being
one hundred dollars on account of the
Principal sum due, and interest in full
up to 7th May 1889. 11e

Dated 1st May

1889

John Thomson
Et ux.

— To —

Samuel Clarke.

Mortgage.

Sold by Joseph Doust, Law Stationer, 58 Adelaide Street East, Toronto.

I CERTIFY that the within Instrument is duly
entered and Registered in the Registry Office for
the West Riding of the County of Northumberland,
in Book J for the Town Cobourg of Cobourg
at 12.30 o'clock P.M. of the
5 day of June A. D. 1888.

Number 3326
Wm H. Lyle Registrar.

July 1 85

W. R. Piddell

COBOURG PUBLIC LIBRARY

AUG -- 2003

A Bagot Street file (03-08)

P.1

County of Northum-
berland

I, John Frederick Deuble
of the Town of Cobourg
in the County of Northumberland

TO WIT:

Student-at-law

make oath and say:

1. THAT I was personally present and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by John Thomson and Mary Thomson two of the

the parties thereto.

2. THAT the said Instrument and Duplicate were executed at the Town of Cobourg

3. THAT I know the said parties

4. THAT I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me at the Town of
Cobourg in the County of
Northumberland this Fifth
day of June in the year of
our Lord 1888

F. J. Deuble.

Walter Tunney

A Commissioner for taking Affidavits in the High Court
of Justice.

PLEASE KEEP THIS BILL FOR REFERENCE.

Cobourg, *Northumberland* 18

Bought of **SAM CLARKE.**

SOLD BY

EXAMINED BY

1721 34

7
120,47

3 mos 30 12

2/3 - 6 50

36.62

Principal 1721.34

\$ 1757.96

10 336

29

1st May 1889.

Samuel Clarke

Onto.

1889

erson

77/100

hundred

ipal

Thomson

-

in

all up to

Nov 2nd 88

Thompson

and

Wm

Samuel Clarke

of the Town of
Northumberland
called the Mortgage
of the First
erson of the said
of the Second

*Samuel Clarke of the said
place, Merchant, (hereinafter called
Mortgaged)*

of the Third

Witnesseth

that in consideration of the sum of

One Thousand
hundred and

~~Twenty~~ *one* Dollars and thirty-four

One Thousand

and thirty-four

of lawful money of Canada now paid by the said Mortgagor to the said Mortgagor whereof is hereby acknowledged,

to the said Mortgagor

He The said Mortgagor *Doth* Gra

heirs and assigns FOR

A-Bagot 57
(03-08)

A3

The Bank of Toronto

Cobourg, 9th May 1889

Received from John Thomson
one hundred and sixty three $\frac{77}{100}$
dollars being payment of one hundred
dollars on account of principal
due on mortgage from John Thomson
me dated 1st May 1888 -
and sixty three $\frac{77}{100}$ dollars in
payment of interest in full up to
9th May 1889.

Samuel Clarke

Nov 2nd 88
John Thomson
and
Mey

of the Town of Cob
Northumberland
called the Mortgagee)
of the First Pa
son of the same
of the Second Par

Samuel Clarke of the same
place, Merchant, (hereinafter called
Mortgagee)
of the Third Par

A-Bagot St
(03-08)

Witnesseth that in consideration of the sum of One Thousand Eight
hundred and ~~Twenty two~~ ^{Twenty one} Dollars and thirty-four cents

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagee (the
whereof is hereby acknowledged), He The

Received from John Thompson
Sixty Three Dollars and
Seventy Seven Cents
on of interest to M^y

[Signature]

Between John Thowson of the Town of Co
in the County of Northumberland
Builder, (hereinafter called the Mortgagor

of the First
Mary Thowson of the same
his wife

and of the Second Pa
Samuel Clarke of the same
place, Merchant, (hereinafter called
Mortgagee)

of the Third

Witnesseth that in consideration of the sum of One Thousand
hundred and ~~Twenty~~ ^{Twenty one} Dollars and thirty four cen

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor
whereof is hereby acknowledged, He The said Mortgagor Doth Grant all
unto the said Mortgagee his heirs and assigns FOR EV

All and Singular those certain parcels or tracts of land and premises situat

A-Boat St
(03-08)
p 5

This Indenture

made (in duplicate) the *First* day of *May* one thousand eight hundred and eighty ~~eight~~ *eight*.

In Pursuance of the Act respecting Short Forms of Mortgages :

Between *John Thowson of the Town of Coboweg in the County of Northumberland Builder, (hereinafter called the Mortgagor)*

of the First Part
Mary Thowson of the same place his wife

and of the Second Part
Samuel Clarke of the same place Merchant, (hereinafter called the Mortgagee)

of the Third Part.

Witnesseth that in consideration of the sum of *One Thousand Eight hundred and ~~Twenty two~~ ^{Twenty one} Dollars and thirty four cents* ~~Dollars~~

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), *He* The said Mortgagor *Doth* Grant and Mortgage

A-Bapt 51 (03-08) P. 6

7100
up to
89
Samuel

Northumberland
called the Mortgage
of the First Part
won of the same place
of the Second Part

Samuel Clarke of the same
place Merchant, (hereinafter called the
Mortgagee)
of the Third Part

Witnesseth that in consideration of the sum of One Thousand Eight
hundred and ~~Twenty~~ ^{Twenty one} Dollars and thirty-four cents
of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt
whereof is hereby acknowledged), ~~The~~ ^{He} The said Mortgagor ~~Doth~~ Grant and Mortgage
unto the said Mortgagee ~~his~~ ^{his} heirs and assigns FOR EVER :

All and Singular those certain parcels or tract of land and premises situate lying and
being in the Town of Cobourg in the County of Northumber-
land any Province of Ontario and being the West Half of Lot
one in Block "K" in subdivision Number Six as shown by
the plan made by C. B. Cadz, P. L. S., of the Town of Cobourg and
may be further described as follows: Commencing on the
East side of the allowance for Road between Lots Eighteen
and Nineteen in the Township of Hamilton and called
Ontario Street eleven chains and fifty-six and one-half links
from King Street, then North sixteen degrees West one chain twenty-
eight and one-half links, then North Eighty-nine degrees East,
Two chains, then South sixteen degrees East, one chain, Twenty-
eight and one-half links, then South Eighty-nine degrees West, Two
chains to the place of beginning, also Lots Two, Fifteen, Sixteen,
Seventeen, Eighteen, Nineteen, and Twenty in Block "K" part of Lot
Number Eighteen in Concessions "A" and "B" in the said Township
of Hamilton now in the Town of Cobourg aforesaid.

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100 Dollars, being the full consideration therein mentioned.

Provided this Mortgage to be void on payment of One Thousand Eight hundred and Seventy - ~~two~~ ^{and thirty four cents} one Dollars of lawful money of Canada, with interest half yearly at Seven per cent. per annum as follows:

The sum of One Hundred Dollars Parcel of the said principal sum payable on the First day of May 1888
The sum of Two Hundred Dollars parcel of the said principal sum payable on the First day of May 1889
and the sum of Three hundred Dollars Parcel of the said principal sum payable on the First day of May in each of the years 1891, 1892, 1893, 1894 and 1895; and the remainder of the said principal sum upon the first day of May 1896; and Interest at said rate of seven per Centum per Annum payable upon the said principal or the unpaid portion thereof half yearly upon the First days of November and May in each of the years aforesaid, and also on the First day of November 1888; The said rate of interest to be payable until the whole amount principal and interest is paid, and as well after maturity as before.

and Taxes and performance of Statute Labor.

And it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrear for interest from time to time shall bear interest at the same rate as the principal money secured by these presents, and in case the interest and compound interest are not paid in six months from the time of default a rest shall be made and compound interest shall be payable on the aggregate amount then due and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

The said Mortgagor COVENANT with the said Mortgagee,
That the Mortgagor will pay the Mortgage money and interest, and observe the above proviso.

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And that he ha^s the right to convey the said lands to the said Mortgagee.

And that on default the Mortgagee shall have quiet possession of the said lands FREE from all incumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.

And that the said Mortgagor ha^s done no act to incumber the said lands.

And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than *Three - Thousand eight hundred dollars* currency.

And the said Mortgagor do ~~th~~ Release to the said Mortgagee all *his* Claims upon the said lands subject to the said proviso.

Provided that the said Mortgagee on default of payment for *one* month may *by* giving *one month's* Notice

enter on and lease or sell the said lands.

Provided that the Mortgagee may distrain for arrears of interest.

Provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable.

Provided that until default of payment, the Mortgagor shall have quiet possession of the said lands.

And it is further agreed by and between the parties hereto that in case the said mortgagor shall fail in any payment of interest or of any part of any instalment due or to become due by virtue of a mortgage upon the lands heretofore mentioned from the said mortgagor to the Canada Permanent Loan and Savings Company, then and in that case and so often as the same may happen the principal and interest hereby secured shall forthwith become due and payable, and the mortgagee may take all such proceedings, and shall have all such rights, as he might take and should have, by reason of default in payment of any of the sums secured by these presents.

And the said *Mary Thomson* wife of the said

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And the said Mortgagor do ~~to~~ Release to the said Mortgagee all his Claims upon the said lands subject to the said proviso.

Provided that the said Mortgagee on default of payment for one month may by giving one month's Notice

enter on and lease or sell the said lands.

Provided that the Mortgagee may distrain for arrears of interest.

Provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable.

Provided that until default of payment, the Mortgagor shall have quiet possession of the said lands.

And it is further agreed by and between the parties hereto that in case the said mortgagor shall fail in any payment of interest or of any part of any instalment due or to become due by virtue of a mortgage upon the lands heretofore mentioned from the said mortgagor to the Canada Permanent Loan and Savings Company, then and in that case and so often as the same may happen the principal and interest hereby secured shall forthwith become due and payable, and the mortgagee may take all such proceedings, and shall have all such rights, as he might take and should have, by reason of default in payment of any of the sums secured by these presents.

And the said Mary Thomson wife of the said mortgagor hereby bars her dower in the said

lands. And it is further agreed by and between the parties hereto that on the payment accruing due to the mortgagor of the sum of Two Hundred Dollars (also principal and interest due and accrued since the mortgage was first paid) the mortgagee will discharge this mortgage as to any of the said lots numbered fifteen, sixteen, seventeen and eighteen and so from time to time on each payment till all the said lot numbers fifteen, sixteen, seventeen and eighteen are released from this mortgage.
In witness whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered,

IN THE PRESENCE OF

J. F. Double.

John Thomson

Mary Thomson

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