

Dated 19 Aug

1889

(8)

Samuel Clarke

— To —

Mary Thomson

Assignment of 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... for the Town... at 2.50 o'clock P.M. of the ... day of August, D. 1889. Number 833. In W. P. Egge Registrar.

A - Bagot Street File (11)
Cobourg Public Library

£1,000 Field & Co
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Cobourg Ont

A-Bagot street file (03-09) p1

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AUG -- 2003

County of } E, John B McCall
Northumberland } of the Town of Cobourg in the
County of Northumberland Barrister-at-Law
TO WIT: } 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 Samuel Clarke one of

the parties thereto.

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

3. THAT I know the said party Samuel Clarke

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 20th day of August in the year 1889

J. B. McCall

J. G. Br Eyre Dep. Reg.

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

This Indenture

made (in duplicate) the *seventeenth* day of *August*
one thousand eight hundred and eighty - *nine*

Between *Samuel Clarke of the Town of Cobourg*
in the County of Northumberland, merchant,

hereinafter called the "Assignor" of the first part *and*

Mary Thomson of the same place
widow,

hereinafter called the "Assignee" of the *second* part

Whereas by a Mortgage dated on the *first* day of *May*
one thousand eight hundred and *Eighty-Eight*

John Thomson of the Town of Cobourg aforesaid
Builder

did grant and mortgage the lands and premises therein described to *the above named*
Assignor his

heirs and assigns for securing the payment of *One thousand eight hundred*

A-Bapt St Co 3-091 P 3

hereinafter called the "Assignor" of the first part *and*

*Mary Thomson of the same place
widow.*

hereinafter called the "Assignee" of the *second* part

Whereas by a Mortgage dated on the *First* day of *May*
one thousand eight hundred and *Eighty-eight*
John Thomson of the Town of Cobourg aforesaid
Builder
did grant and mortgage the lands and premises therein described to *the above named*
Assignor his

heirs and assigns for securing the payment of *One thousand eight hundred*
and Twenty-one and $\frac{34}{100}$ dollars and interest thereon
at the rate of seven per centum per annum
and there is now owing upon the said Mortgage *the sum of One thousand*
seven hundred and Ninety seven and $\frac{26}{100}$ dollars
for principal and interest

A-Base + 51 (65-09) P 4

Now this Indenture witnesseth, that in consideration of *one thousand seven hundred and fifty-seven and $\frac{96}{100}$* Dollars of lawful money of Canada now paid by the said Assignee - to the said Assignor - (the receipt whereof is hereby acknowledged), the said Assignor - ~~Do~~ hereby Assign and set over unto the said Assignee *her* executors, administrators and assigns

All that the said before in part recited Mortgage and also the said sum of *One thousand seven hundred and fifty-seven and $\frac{96}{100}$ dollars* now owing as aforesaid. Together with all moneys that may hereafter become due or owing in respect of the said Mortgage and the full benefit of all powers and of all Covenants and provisoes contained in said Mortgage.

And also full power and authority to use the name or names of the said Assignor *his* heirs, executors, administrators or assigns for enforcing the performance of the Covenants and other matter and things contained in the said Mortgage.

And the said Assignor ~~Do~~ hereby Grant and convey unto the said Assignee *her* heirs and assigns.

All and Singular *those* certain parcels or tracts of land and premises situate lying and being in the Town of Cobourg in the County of Northumberland and Province of Ontario and being the West Half of Lot one in Block R in Subdivision Number Six as shown by the plan made by E. C. Caddy P.E.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 I part of Lot Number Eighteen in Concessions 'A' and 'B' in the said Township of Hamilton now in the Town of Cobourg aforesaid

A-Block 1st (03-09) PS

To Have and to Hold the said Mortgage and all moneys arising in respect of the same and to accrue thereon, and also the said lands and premises thereby granted and mortgaged to the use of the said Assignee *her* heirs, executors, administrators and assigns absolutely FOREVER, but subject to the terms contained in such Mortgage.

And the said Assignor for *himself his* heirs, executors, administrators and assigns Do hereby Covenant with the said Assignee *her* heirs, executors, administrators and assigns

~~That the said Mortgage is a good and valid security~~ that the sum of *One thousand seven Hundred and Fifty seven and $\frac{96}{100}$ dollars* is now owing and unpaid and

That *he* has not done or permitted any act, matter or thing whereby the said Mortgage has been released or discharged either partly or in entirety.

And that *he* will upon request do perform and execute every act necessary to enforce the full performance of the Covenants and other matters contained therein.

A-Baptist St (03-09) P. 8

In Witness whereof, the said parties hereto have hereunto set their hands and seals.

~~That the said Mortgage is a good and valid security~~ that the sum of ~~one~~
seven hundred and fifty seven and $\frac{96}{100}$ dollars is now owing and unpaid and

That *He* has not done or permitted any act, matter or thing whereby the said Mortgage
has been released or discharged either partly or in entirety.

And that *He* will upon request do perform and execute every act necessary to enforce
the full performance of the Covenants and other matters contained therein.

In Witness whereof, the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered,

IN THE PRESENCE OF

J. A. McCall

Samuel Clarke



A-Regt St (0307) 7