

County of Northumberland, } I, John Callahan,-----
of the Town----- of Cobourg,-----
To WIT: } in the County----- of Northumberland, 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 Edward Alexander Duncan and Ethel Gertrude Duncan, two of-----the parties thereto.
2. That the said Instrument and Duplicate were executed at the said Town by the said two parties.
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 first----- day of April,----- in the year of our Lord 1912.

John Callahan

James F. Keith

A Commissioner for taking Affidavits &c.

Dated April 1st----- 1912. *16*

E. A. Duncan et ux.

-TO-

A. C. Ferguson.

Return

Mortgage

Sold by Joseph Houst, Law Stationer 53 Adelaide St. E., Toronto

Not to be recorded in full,

McCull & Keith,

Solicitors for Mortgagee.

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 *10* for the *County of Cobourg* at *10 o'clock A.M.* of the *1st* day of *April* A.D. 1912 Number *2581*

W. F. Keith
McCull & Keith
1912

*Discharge registered
Oct 23/13*

This Indenture made (in duplicate) -----
 the first----- day of April,----- one thousand
 nine hundred and twelve----- In pursuance of
 The Short Forms of Mortgages Act.

Between

EDWARD ALEXANDER DUNCAN, of the Town of Cobourg,
 in the County of Northumberland, Merchant, HEREINAFTER CALLED THE
 MORTGAGOR,

OF THE FIRST PART,

ETHEL GERTRUDE DUNCAN, of the same place, his wife,

OF THE SECOND PART,

-and-

ANDREW C. FERGUSON, of the Township of Hamilton,
 in said County, Farmer, HEREINAFTER CALLED THE MORTGAGEE,

OF THE THIRD PART.

Witnesseth that in consideration of the sum of two thousand (2000)---
 -----Dollars, of lawful money of Canada,
 now paid by the said Mortgagee-----to the said Mortgagor-----the receipt whereof
 is hereby acknowledged, ~~The~~ said Mortgagor---~~do th~~---Grant and Mortgage
 unto the said Mortgagee, ~~his~~-----heirs, executors, administrators
 and assigns for ever; ~~All and Singular th ose~~---certain parcel s--- or tract s---of
 land and premises situate, lying and being in the Town of Cobourg, in the County
 of Northumberland, and Province of Ontario, and being composed of
 Lots Numbers TWENTY, NINETEEN, EIGHTEEN, SEVENTEEN, SIXTEEN and
 THE ~~W~~^WESTERLY TWENTY-THREE FEET of LOT FIFTEEN in BLOCK "I",
 part of Township Lot 18, in Concessions "A" and "B", now in the
 said Town of Cobourg, the same being in subdivision number seven
 in the Town of Cobourg according to the last registered plan there-
 of and the said lots being at the corner of Bagot and Albert Streets
 in Cobourg aforesaid.

Handwritten initials

AND the said party of the second part hereby bars her dower in the said lands.

Provided this Mortgage to be void on payment of the sum of TWO THOUSAND-----
-----Dollars, of lawful
money of Canada, with interest yearly-----at
five (5)-----per cent per annum as follows :

THE SAID PRINCIPAL SUM to fall due and be repaid three (3) years
from the day of the date hereof, together with interest in the mean-
time on the amount of unpaid principal payable annually at the afore-
said rate. First payment of Interest to be made one year from the
day of the date hereof.

and taxes and performance of Statute Labor.

The said Mortgagor --Covenants with the said Mortgagee that the Mortgagor
will pay the mortgage money and interest and observe the above proviso.

A-Bagat St. (03-21) P. 4

That the Mortgagor-----has----- a good title in fee simple to the said lands

And that-----he -----has----- 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 -----has----- 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 their full insurable value in dollars----- of lawful money of Canada

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 on giving one month's----- notice, in writing----- 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.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

John Callahan

E. A. Duncan

Ethel G. Duncan



NOTARIAL PUBLIC

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