

CANADA:
Province of Ontario
County of Northumberland

To Wit:

I, Dorhty Butler
of the Town of Cobourg
in the County of Northumberland
Stenographer, make oath and say:

1. THAT I was personally present and did see the within Instrument and a duplicate duly signed, sealed and executed by **Colin C. Arthur and Flora B. Arthur** two of the parties thereto
2. THAT the said instrument and duplicate were executed by the said parties at the Town of Cobourg in the County of Northumberland
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 17th day of October A.D. 1913.

Dorothy Butler

A. J. Armstrong
A Commissioner for taking Affidavits in H. C. J., &c.

Dated October 15th A.D. 1913

COLIN C. ARTHUR

TO

EDWARD A. DUMAS

ARMSTRONG

L. F. NO. 2

Newsome & Gilbert, Limited, Toronto

NOT TO BE RECORDED IN FULL

A. J. Armstrong
Solicitor 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 23 for the County of Cobourg at 11:25 o'clock A.M. of the 23 day of October A.D. 1913. Number 3009

A. J. Armstrong Registrar

A. J. Armstrong

Fee \$1.00

I of the
of in the of

DO SOLEMNLY DECLARE that I was at the time of the execution and delivery by me of the within Instrument unmarried.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me at the

of
in the
of
this day

Robbie Stewart

A-Bagot St (07-27) P.2

10-12-12-M.

Newsome & Gilbert, Limited, Toronto

This Indenture

made the ^{15th} day of October
one thousand nine hundred and thirteen

In pursuance of The Short Forms of Mortgages Act

BETWEEN

COLIN C. ARTHUR of the Town of Cobourg in the County of Northumberland, Teacher,

hereinafter called the Mortgagor of the FIRST PART and

EDWARD A. DUNCAN of the said Town of Cobourg, Merchant,

hereinafter called the Mortgagee of the SECOND PART and

FLORA B. ARTHUR

the wife of the said Mortgagor of the THIRD PART

WHEREAS the said Mortgagor is seized in fee simple of the lands hereinafter described.

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of

Three thousand 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 DOETH GRANT AND MORTGAGE unto the said Mortgagee, his Heirs, Executors, Administrators and Assigns FOREVER

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Cobourg in the County of Northumberland and

Province of Ontario ~~and~~ and being composed of parts of Lots Seventeen, Eighteen, Nineteen and Twenty in Block "I" part of Township Lot Number Eighteen Concession "A" Township of Hamilton now in the Town of Cobourg, the same being in sub-division Seven in the Town of Cobourg according to the last registered plan thereof, which said parcel of land is more particularly described as follows; Commencing at the North East corner of the intersection of Bagot and Albert Streets in the Town of Cobourg proceeding North Eleven degrees West ninety five feet, thence North Eighty six degrees Thirty minutes East one hundred and thirty one feet to the Easterly boundary of Lot No. 19, thence North Eleven degrees West along the Easterly boundary of Lot No. 19, Sixty feet to the North East corner of said Lot, thence South eighty

nine degrees East along the Northerly boundaries of Lots Nos. Eighteen and ~~Sixteen~~ Seventeen, Sixty eight feet six inches, Thence South three degrees East Thirty eight feet, thence North Eighty nine degrees West sixteen feet, thence South five degrees East one hundred and twenty five feet, thence North Eighty nine degrees West One hundred and sixty six feet to the point of commencement.

AND the said wife of the said Mortgagor, hereby bars her Dower in the said lands. PROVIDED this Mortgage to be void on payment of Three thousand ----- Dollars of lawful money of Canada

with interest to be computed from the 15th day of October A.D. 1913
at five per cent., as follows:

The said principal sum to be due and payable on the 15th day of October A.D. 1918,

together with interest thereon, as well after as before maturity, and both before and after default, at the rate of five per cent. per annum, payable ----- yearly, on the 15th days of October ~~and~~ in each and every year until the principal sum shall have been fully paid and satisfied. The first of said instalments of interest to become payable on the 15th day of October one thousand nine hundred and fourteen 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, as well after as before maturity, shall bear interest at the rate aforesaid, 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 at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge on the said lands.

THE said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the mortgage money and interest and observe the above proviso. 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 encumber 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

of lawful money of Canada, AND [without prejudice to the foregoing statutory clause], it is further agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance to be effected in an office to be named by him, and also may of his own accord effect or maintain any insurance herein provided for, and any amount paid by him therefor shall be added to the principal moneys and be forthwith payable to him with interest at the rate aforesaid by the Mortgagor and shall be a charge upon the said lands.

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands subject to the said proviso.

The said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively, and that in case of neglect to do so or if the Mortgagor or those claiming under him commit any act of waste on the said land or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee, forthwith become due and payable, and, in default of payment, the powers of sale hereby given may be exercised, and that the Mortgagee may from time to time make such repairs to the buildings and fences upon the said lands as he may deem requisite or proper, and the amount thereof shall be added to the principal and bear interest at the said rate and shall be forthwith payable and shall be a charge on the said lands.

PROVIDED that the said Mortgagee, on default of payment for two months, may on two months notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest and such default continue for months after any payment of either falls due, the Mortgagee may exercise the foregoing powers of leasing or sale or either of them without any entry or notice.

PROVIDED that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown-up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or at the option of the said Mortgagee by publishing the same twice in some newspaper published in the County or District in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability.

AND provided that the costs of any sale proceedings hereunder, whether such sale prove abortive or not, and all costs, charges and expenses incurred in inspecting the said premises (which the Mortgagee shall be entitled to do) or about taking, recovering or keeping possession of the said lands, or in enforcing the personal remedies under these presents, or by reason of non-payment or in procuring payment of the moneys hereby secured, shall be added to the principal and bear interest at the said rate and shall be a charge on the said lands and shall be payable forthwith with interest as aforesaid until paid, as well after as before maturity, and, in default of payment, the powers of sale hereby given shall be exercisable, and that the Mortgagee may sell the said lands or any part thereof, by public auction or private sale and on such terms as to credit and otherwise as shall appear to him most advantageous.

and for such price as can be reasonably obtained therefor, and may make any stipulations as to title or otherwise which he shall think proper, and may buy in or rescind or vary any contract of sale of any of the said lands and re-sell without being answerable for loss occasioned thereby, and for any of said purposes may make and execute all agreements and assurances as he shall think fit, and that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell the said lands, or to enquire as to the propriety or regularity of any sale or lease hereunder, and no want of notice shall invalidate any sale hereunder as against the purchaser, but the remedy of the Mortgagor shall be in damages only against the Mortgagee and any sale or lease hereunder shall not be affected thereby.

PROVIDED that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for arrears of principal in the same manner as if the same were 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. PROVIDED that no extension of time given by the Mortgagee to the Mortgagor or any one claiming under him, nor any other dealing by the Mortgagee with the owner of the Equity of Redemption of said lands, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the moneys hereby secured.

AND the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this mortgage at a rent equivalent to and payable on the same days and times as the payments of interest are hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payment of interest. Provided the Mortgagee may on default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and terminate the tenancy hereby created without notice.

PROVIDED ALSO that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands and all amounts so paid or paid for insurance or repairs shall be added to the principal and be a charge on the lands in the same manner as all other moneys hereby secured, and shall bear interest at said rate and shall be payable forthwith with such interest by the Mortgagor to the Mortgagee, and in default of payment the principal sum hereby secured shall become payable and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off, and he is hereby authorized to retain any discharge thereof without registration for as long as the Mortgagee may think fit so to do.

AND IT IS AGREED AND DECLARED that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured and no person shall have any right to require the mortgage moneys to be apportioned upon or in respect of any such part or lot, and the Mortgagee may from time to time discharge any part or parts, lot or lots, of the mortgaged lands for such consideration as he shall think proper or without consideration if he see fit, and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

PROVIDED that neither the execution nor the registration of these presents shall bind the Mortgagee to advance the moneys intended to be secured hereby.

PROVIDED also that in the event of non-payment of the principal moneys, or any part thereof, at the time or times herein provided for payment of the same, then the Mortgagor shall not require the Mortgagee to accept payment of the said principal moneys without paying a bonus equal to three months' interest, in advance, on the said principal moneys.

PROVIDED that on any interest day, all arrears of interest being paid, the said mortgagor may pay off of the said principal sum any amount not less than Five hundred Dollars.

AND that all moneys hereby secured shall be paid in gold coin of the present standard value legally current in Canada if required.

AND it is further declared and agreed that the words "Mortgagor" and "Mortgagee" wherever used in this Indenture shall, when the context allows, include and be binding on and enure to the benefit of not only the said parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

AND it is hereby agreed that the covenants herein contained on the part of the Mortgagor shall be construed as being several as well as joint.

WHEREVER the singular and the masculine are used throughout this Mortgage the same shall be construed as meaning the plural or the feminine where the context or the parties hereto so require.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Dorothy Butler }
Colin P. Arthur }
Lora B. Arthur }

