A-Bagot Street file (03-29) P.1

County of

Northumberland,

To WIT: Law Clerk,

of the Town ----

J,

of Cobourg,

Joseph Henry Roberts, -----

Northumberland,

J. He. Roberts

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 A. Duncan, one of

of

the parties thereto

- 2. That the said Instrument and Duplicate were executed at the Town of Cobourg by the said Party.
- 3. That I know the said part y
- 4. That I am a subscribing witness to the said Instrument and Duplicate.

Gobourg, ----- in the County of Northumberland, ----

this Thirteenth ----- day of July, ---- in the year of our Lord 1895 1914.

MB. W Call

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

Alt. Instrumouted Nutry in the firgistry office sold by Joseph Doust, Law stationer, 58 Adelaide Street East, DUNCAN Kei th Count Dated 15th July, ---SARGEMT -8 EDWARD A. - TO -Me Coll RUSUO not to be re purity the Mr the W uniberluan Entered. ALLER DA 5 4he

A- Bagot St. (03-29) P. 2 This Judicut tury, made (in duplicate) the ni

Fifteenth ----- day of July, ---- one thousand eight hundred and ninety fourteen,

Between

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EDWARD A. DUNCAN, of the Town of Cobourg, in the County of Northumberland, Merchant,

hereinafter called the "ASSIGNOR " of the First Part

and----- RUSCO SARGENT, of the said Town of Cobourg, in said County, Retired Farmer,

hereinafter called the "ASSIGNEE" of the ---- SECOID Part

WALLTERS by a Mortgage dated on the Fifteenth ----- day of October, ----- one thousand <u>eight hundred and thirtee</u> Colin C. Arthur, of the said Town of Cobourg, Teacher, ----did grant and Mortgage the land and premises therein described to the said Edward A. Duncan, the Assignor, his -----

heirs and assigns for securing the payment of Three Thousand Dollars (\$3000) and interest at five per cent as therein stated, -----

and there is now owing upon the said Mortgage the said principal sum of Three Thousand Dollars and accrued interest from the fifteenth day of October, 1913, to this date, amounting to One Hundred and Twelve and 50/100 Dollars (\$112.50) Active this Indentine Collitnesselly that in consideration of Two Thousand Nine Hundred and Eighty-five ----- dollars of lawful money of Canada, now paid by the said Assignee to the said Assignor (the receipt whereof is hereby acknowledged) He the said Assignor do the hereby Assign and set over unto the said Assignee , his ----- executors, administrators and assigns All that the said before in part recited Mortgage, and also the said sum of Three Thousand Dollars and the said sum of One Hundred and Twelve and 50/100 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 nise 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 matters and things contained in the said Mortgage.

DOTH HEREBY Grant and Conbey unto the said Assignee And the said Assignor or tract of land heirs and assigns All and Singular that certain parcel his and premises situate, lying and being in the Town of Cobourg, in the County of Northumberland and Province of Ontario, and being composed of parts of Lots Seventeen (17), Eighteen (18), Nineteen (19) and Twenty(20) in Block "I" part of Township Lot number Eighteen (18), Concession "A" Township of Hamilton, now in the Town of Cobourg, the same being in subdivision 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 ninetyfive feet, then north eight-six degrees thirty minutes East one hundred and thirty-one feet to the easterly boundary of Lot number Nineteen (19), thence North Eleven degrees went along the easterly boundary of Lot number Nineteen (19) sixty feet to the north-east corner of said Lot, thence south eighty-nine degrees East along the northerly boundaries of Lots numbers Eighteen (18) and Seventeen (17) 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 sixtysix feet to the point of commencement.

To have and to accrue thereon and also 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 _ his _____ heirs, executors, administrators and assigns, absolutely for ever. 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 _ his _____ heirs, executors, administrators and assigns that the said Mortgage is a good and valid security and that the sum of Three Thousand Dollars for principal and the sum of One Hundred and Twelve and 50/100 Dollars ______

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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 Mitness Minercof the said parties hereto have hereunto set their hands and seals.

Signed, Fealed and Delibered IN THE PRESENCE OF

SteNobils

A. Ducau