CANADA PROVINCE OF ONTARIO COUNTY OF NORTHUMBERLAND TO WIT COUNTY OF NORTHUMBERLAND Northumberland, Stenogapher MAKE OATH AND SAY:

> 1. That I was personally present and did see the within Instrument and duplicate duly signed sealed and executed by Rachael Wilson, one of the parties thereto.

> 2. That the said instrument and duplicate were executed by the said party at the Town of Cobourg.

3. That I know the said party.

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 March A.D. 1925

) Southy Butler.)

A-Bogot Street file (03-37) P.1

A Commissioner &c.,

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DATED March 20th A.D. 1925 MALCOLM DOUGALL ARTHUR AGREEMENT POSTPONING RACHAEL WILSON MORTGAGE und

ARESTONG & WILLMOTT

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A-Bogot St. (03-37) P. 2

<u>THIS INDENTURE</u> made in duplicate this Twentieth day of March A.D. 1925.

BETWEEN

*

RACHAEL WILSON of the Town of Cobourg in the County of Northumberland, Widow,

OF THE FIRST PART

-and-

<u>MALCOMM DOUGALL ARTHUR</u> of the Township of Hillier in the County of Frince Edward, Farmer

OF THE SECOND PART

WHEREAS by a mortgage made between Edward W. Bickle of the Town of Cobourg in the County of Northumberland, Manufacturer, of the First Part, and Mrs Rachael Wilson of the Second Part, which mortgage is dated the First day of August 1922, and was registered in the Registry Office for the West Riding of the County of Northumberland on the Fourth day of August, 1922 in Book I-2 for the Town of Cobourg as number 10002, Mrs Rachel Wilson is mortgagee of all the 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 part of Lots 17, 18, 19 and 20 in Block "I", part of Township Lot 18, Concession "A" Township of Hamilton, now in the Town of Cobourg, the same being in dubdivision 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 wighty-six degrees. Thirty minutes east one hundred and thirty-one feet to the easterly boundary of Lot number Nineteen; Thence north eleven degrees west along the easterly boundary of Lot number Nineteen, sixty feet to the north east corner of said Lot; thence south eighty-nine degrees east along the northerly boundaries of Lots numbers Eighteen

A-Bugot St(03-37)P3

and Seventeen, sixty-eight feet six inches; Thence south three degrees east thirty-eight feet; Thence north eighty-nine degrees west one hundred and sixty-six feet to the point of beginning, for securing payment of the sum of One thousand dollars and interest as set out in the said mortgage.

-2-

AND whereas by a mortgage made between the said Edward W. Bickle of the First Part and Malcolm Dougall Arthur of the Second Part, which mortgage is dated the Twentieth day of March, 1925, and was registered in the Registry Office for the West Riding of the County of Northumberland on the twenty fifth day of March, 1925, in Book K_2 for the Town of Cobourg as Number 10671 , Malcolm Dougall Arthur is mortgagee of the said lands for securing payment of the sum of Four thousand dollars and interest as set out in the said mortgage.

AND whereas upon the negotiation for the making of the said last mentioned mortgage it was agreed that it should be an incumbrance upon the said lands prior to the first mentioned mortgage.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One dollar paid to her by the said Malcolm Dougall Arthur, the receipt whereof she doth hereby acknowledge, the said Rachael Wilson covenants and agrees with the said Malcolm Dougall Arthur his heirs, executors, administrators and assigns, that the said last mentioned mortgage Number K, 10671 shall be an incumbrance upon the said lands prior to the said first mentioned mortgage number I-2 10002, in the same manner and to the same effect as if it had been dated and registered prior to the said first mentioned mortgage. And in order to effectuate the same the said Rachael Wilson doth grant and release unto the said Malcolm Dougall Arthur in fee simple 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 being composed of part of Lots 17, 18, 19 and 20 in Block "I" part of Township Lot Eighteen Concession "A"

of the 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 ninety-five feet; Thence north eighty-six degrees thirty minutes east one hundred and thirtyone feet to the easterly boundary of Lot number Ninteen; thence north eleven degrees west along the easterly boundary of Lot number Nineteen sixty feet to the north east corner of said Lot; Thence south eighty-nine degrees east along the northerly boundaries of Lots number Eighteen and Seventeen sixty-eight feet six inches; Thence south three degrees east thirty-eight feet; Thence north eighty-nine degrees west one hundred and sixty-six feet to the point of commencement.

-3-

A-Bagot St. (03-37) P. 4

To hold unto and to the use of the said Malcolm Dougall Arthur his heirs and assigns for all the estate, right, title and interest granted or intended to be granted to him and them by the said mortgage made to him, together with all the rights, powers and conditions contained in the said mortgage, but subject to the equity of redemption existing by virtue hereof. Reserving nevertheless the said Rachmael Wilson, her heirs, executors, administrators and assigns, her and their right, title and interest as mortgagees by virtue of the said first mentioned mortgage as a mortgage of the equity of redemption in the said lands existing by virtue of the said secondly mentioned mortgage.

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

SIGNED SEALED AND DELIVERED

in the presence of Bacheh Wahn Dorothy Butler, Cacheh Wahn