

By Cash interest to March 31 1893 \$38.50

By Cash interest to March 31 1894 \$38.50

By Cash interest in part April 2 1895 \$35.00

By Cash Balance of interest to March 31 1895 \$39.50

The interest on this Mortgage to be at the rate of 6 per cent from March 31 1895 &c.

By Cash interest to March 31 1896 \$38.00

March 31 due 1894 \$38.00

By Cash interest in part April 29 1897 \$10.00

Balance to March 31 1897 \$23.00

By Cash interest to March 31 1898 \$33.00

By Cash interest to March 31 1899 \$33.00

Dated 31st March 1892

Mary Thouson

To

Thomas Gillband

Assignment OF Mortgage.

Dominion Blank Form Publishing Company, Stationers, 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 8 for the Town of Cobourne at 3.55 o'clock P.M. of the 31 day of March, D. 1892 Number 3882 Fee \$2.30

Field & Co
Cobourne

A - Bagot Street File (9)
Cobourne Public Library

A - Bagot St (07-01) A.1

County of } I John Bell Sutherland
Northumberland } of the Town of Cobourg in the
County of Northumberland
To Wit: } Clerk _____ make oath and say

1. That I was personally present and did see the within Instru-
ment and duplicate thereof duly signed, sealed and executed by
Mary Thomson one of

the parties thereto
2. That the said Instrument and duplicate were executed at
the said 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
Cobourg in the
County of Northumberland
this 31st day of March
in the year of our Lord 1892

J. B. Sutherland

J. M. Field
A Commissioner for taking Affidavits

This Indenture

made in duplicate the Thirty first --- day of March
in the year of our Lord One thousand eight hundred and ninety-two.

Between

MARY THOMSON of the town of Cobourg in the County of North-
umberland, Widow, -

hereinafter called the "Assignor" of the first part. And THOMAS GILLBARD
of the said town of Cobourg, Esquire, -

hereinafter called the "Assignee" of the Second part

Whereas by a Mortgage dated on the First, --- day of
June, --- One thousand eight hundred and eighty one,

John Thomson of the town of Cobourg in the County of Northumberland, Builder,

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umberland, Widow, -

hereinafter called the "Assignor" of the first part. And THOMAS GILLBARD
of the said town of Cobourg, Esquire, -

hereinafter called the "Assignee" of the Second part

Whereas by a Mortgage dated on the First, - - - day of
June, - - - - One thousand eight hundred and eighty one,

John Thomson of the town of Cobourg in the County of Northumberland, Builder,

did grant and mortgage the land and premises therein and
hereinafter described to The Canada Permanent Loan and Savings Company
their Successors, -

~~and~~ and assigns for securing the payment of Five Thousand Dollars

and there is now owing upon the said Mortgage the sum of One
thousand and twenty five dollars and interest thereon from the eleventh day
of November A.D. 1889, - And Whereas the said Canada Permanent Loan and Savings
Company did assign transfer and set over unto the above named Mary Thomson
the said Mortgage and the said sum of One thousand and **twenty** five dollars
due thereunder as aforesaid by deed of Assignment dated the eleventh day of
November A.D. 1889, -

And Whereas the above named Assignor Mary Thomson hath this day borrowed from the said Assignee Thomas Gillbard the sum of Five hundred and fifty dollars to be repaid as hereinafter provided and as a security for said loan hath agreed to make this assignment.

Now this Indenture Witnesseth that in consideration of
Five hundred and fifty, ----- 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 Doth 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 Five hundred and fifty dollars,

now owing as aforesaid together with all moneys that may hereafter become due or owing in respect of said Mortgage and the full benefit of all powers and of all covenants and provisos contained in said Mortgage And also full power and authority to use the name or names of the said Assignor her heirs executors administrators or assigns for enforcing the performance of the covenants and other matters and things contained in the said Mortgage And the said Assignor Doe hereby Grant and Convey unto the said Assignee his heirs and assigns All and Singular those certain parcels or tracts of land and premises situate lying and being

in the Town of Cobourg aforesaid and being the west half of Lot one in Block " K " in subdivision Six as shown on the Plan made by E.C. Caddy P.L.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 of the ~~xxx~~ 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

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herby 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 Five hundred and fifty dollars, —

now owing as aforesaid together with all moneys that may hereafter become due or owing in respect of 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 her heirs, executors, administrators or assigns for enforcing the performance of the covenants and other matters and things contained in the said Mortgage And the said Assignor Do hereby Grant and Convey unto the said Assignee his heirs, and assigns All and Singular those certain parcels or tracts of land and premises situate lying and being in the Town of Cobourg aforesaid and being

the west half of Lot one in Block " K " in subdivision Six as shown on the Plan made by E. C. Caddy P. L. 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 of the ~~xxx~~ 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 eighteen in concession " A " and " B " in said township of Hamilton now in the town of Cobourg.

And it is further provided and agreed by and between the said assignor and the said assignee that the said sum of Five hundred and fifty dollars so loaned as aforesaid shall be due and payable in five years from the day of the date hereof and to bear interest at the rate of seven per centum per annum, said interest to be due and payable annually on the 31st day of March in each and ---- every year. And the said assignor covenants to insure and keep insured the buildings upon the said lands now or hereafter to be erected. And the said assignor covenants to pay the said sum of Five hundred and fifty dollars and interest as above mentioned and upon default of principal and interest when due the said assignee may proceed to foreclose or sell under said mortgagge.

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 land 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 herself *her* heirs, executors, administrators and assigns does hereby covenant with the said Assignee *his* heirs, executors administrators and assigns That the said Mortgage hereby assigned is a good and valid security and that the said sum of One thousand and twenty five dollars, ----- is now owing and unpaid AND that she 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 she will upon request do perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

And the said assignor further covenants with the said assignee that she will pay all taxes imposed upon the said land hereinbefore mentioned. And in case default should be made in payment of interest on the days and times hereinbefore mentioned the amount in default shall immediately after default become principal money and bear interest at the rate aforesaid until said principal and interest shall be fully paid and satisfied,

Provided that upon payment of said sum of \$ 550.00 and interest as herein

in respect of the same and to accrue thereon, and also the said land and premises thereby granted and mortgaged To the use of the said Assignee her heirs, executors, administrators, and assigns, absolutely for ever; but subject to the terms contained in such mortgage.

And the said Assignor for herself her heirs, executors, administrators and assigns does hereby covenant with the said Assignee her heirs, executors, administrators and assigns That the said Mortgage hereby assigned is a good and valid security and that the said sum of One thousand and twenty five dollars, - - - - - is now owing and unpaid AND that she 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 she will upon request do perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

And the said assignor further covenants with the said assignee that she will pay all taxes imposed upon the said land hereinbefore mentioned. And in case default should be made in payment of interest on the days and times hereinbefore mentioned the amount in default shall immediately after default become principal money and bear interest at the rate aforesaid until said principal and interest shall be fully paid and satisfied,

Provided that upon payment of said sum of \$ 550.00 and interest as herein provided said assignor shall be entitled at her own expense to a re-assignment of said mortgage to her.

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

Sealed and Delivered
the Presence of
J. B. Luthland

Mary Thomson
Mary Thomson