

Hald - D-704

1817

Mortgag

David Stafford

Allan MacLean

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This Indenture made and concluded the
nineteenth day of July in the year of our Lord
one thousand eight Hundred and Seventeen between
David Stafford of the Township of Waldman
in the District of New Castle and Province of
Upper Canada Yeoman of the one part and
Allan Macdonald of the Town of Kingston in
the Middle and District and Province aforesaid
Esquire of the other part Metropolitan, Clericus
The said David Stafford by his bond or obliga-
tion duly executed bearing date the nineteenth
day of July in the year of our Lord one
thousand eight Hundred and Seventeen stands bound
unto the said Allan Macdonald his heirs exors
utors administrators and assigns in the sum of
the said and fifty pounds of Lawful money

whos administrators and assigns in the sum of
three hundred and fifty pounds of Lawful money
of the Province of Upper Canada with a con-
dition hereunder written for the payment of
one hundred and seventy five pounds two
Shillings and two pence of Lawful money of
the Province of Upper Canada with Lawful
interest for the same from the seventeenth
day of July now last past in manner fol-
lowing namely Eighty Seven pounds Eleven
Shillings and one penny of Lawful money of
the Province of Upper Canada with Lawful
interest for the same from the seventeenth
day of July now last past on or before the twentieth
day of July in the year of our Lord one thousand
Eight hundred and sixteen and Eighty seven
pounds Eleven Shillings and one penny of Lawful
money of the Province of Upper Canada with
Lawful interest for the same on or before

The seven teen the day of July in the year of our
Lord one thousand eight hundred and nineteen
the said sum of one thousand and seventy five
pounds two shillings and two pence of lawful money
of the Province of Upper Canada with the interest
thereon shall be in such Manner fully con-
tented and paid as by the said bond and condition
reference being thereunto had, will more fully appear.

And I do hereby certify and attest that the said
David Stafford for and in consideration of the said
debt or sum of one thousand and seventy five pounds
two shillings and two pence of lawful money of
the Province of Upper Canada owing to the said
Allan MacLean as aforesaid and for the better
securing the payment thereof with the interest to the
said Allan MacLean his executors administrators and assigns
according to the condition of the said bond and also for

according to the condition of the said bond and also for
the further consideration of five Shillings of lawful
money of the Province of Upper Canada to him the said
David Stafford in said paid by the said Allan Macdonald
at or before the making and delivery of these presents the
receipt and payment wherof the said David Stafford both
herely acknowledge hath granted bargained sold
released conveyed and confirmed and by these presents
doth grant bargain sell alien release and convey unto
the said Allan Macdonald his heirs and assigns forever
all that certain tract or parcel of Land situate
in the Township of Haldimand in the County of
Northampton in the District of Newcastle and
Province of Upper Canada containing by admeasurement
more or less Hundred acres be the same more or
less being Lot number thirty three in the Books
of Front Concessions of the Township of
Haldimand aforesaid which said two Hundred
acres of Land are better and bounded or may be
otherwise known as follows that is to say
Commencing at the South east angle of Lot
number thirty three on Lake Ontario then

North Sixteen Degrees West one Hundred
Chains more or less to the allowance for road
in front of the first Conception thence South
Seventy four Degrees west twenty Chains more
or less to the limit between Lots numbered
thirty three and thirty four thence South sixteen
Degrees East to Lake Ontario thence north easterly along
the Shore of the said Lake Ontario forty Chains
more or less to the place of beginning together
with all woods ways waters and Meadows
thereon lying and being with all and singular the
Necessaries improvements and appurtenances that
belonging or in any wise appertaining and the ser-
vice and necessary manures and remainders unto
issues and profits thereof and all the Estate
right title property interest Claim and demand
whatsoever of him the said David Stafford in or

whatsoever of him the said David Stoddard or his assigns or assigns
out of the said Mortgage or tenement certain tract
or parcel of Land and premises and every parcel
parcel thereof. It have and to hold the said Lands
Premises and all and singular the premises
herely granted bargained and sold and every part
and parcel thereof with their and every of their
appurtenances unto the said Allan Macdougall his
heirs and assigns forever. Provided always unto the
effect and it is the true intent and meaning of these
present and of the parties herunto that in the
said David Stoddard his his executors administrators
and assigns do well and truly pay or cause to be paid
to the said Allan Macdougall his heirs or assigns the full
sum of one Hundred and Seventy five pounds in
shillings and two pence of lawful money of the Province
of Upper Canada with lawful interest thereon ac-
cording to the condition of the above in part recited
Bond or obligation then and from thence forth these
present and every matter and thing herein contained
shall cease and be utterly null and void any

thing herein contained to the contrary thereof in any
wise notwithstanding, and the said David Stoffer for himself
his heirs executors administrators and assigns doth covenant
promise grant and agree to and with the said Allan
MacBean his Executor administrators and assigns in manner
following that is to say that he the said David Stoffer
his heirs executors administrators and assigns or some
of them shall and will well and truly pay a sum
to be paid unto the said Allan MacBean his Executors
administrators and assigns the said sum of one
Hundred and twenty five pounds two Shillings and
two pence of lawful money of the Province of Upper
Canada with the interest thereon according to the cus-
tom of the aforesaid land or obligation in respect
any deduction of alcation or abatement whatsoever
and that the said grant and release premises now
are and be at all times from and after date
shall happen to be made of or in payment of the

shall happen to be made of or in payment of the
said sum of one Hundred and Seventy five pounds
two Shillings and two pence & the balance of the
sum of eleven pounds with lawful interest
thereon according to the condition of the said Bond
obligation or of any part thereof shall forever be
waived and continue free and clear and freely and lawfully
acquired and discharged of and from all manner of
former and other gifts grants bargains sales mortgages
judgments and incumbrances whatsoever heretofore made
committed done or supposed by him the said David
Stafford; And that the said Allan Maclean his heirs and
assigns shall and may from time to time and at all
times after default if any shall happen to be made
in payment of the sum of one Hundred and Seventy
five pounds two Shillings and two pence aforesaid
or the Interest or any part thereof according to the
condition of the aforesaid Bond peaceably and quietly
enter into possession and occupy possess and enjoy all
and singular the said Messuage or tenement certain
tract or parcel of Land and premises and every part
and parcel thereof without the let detriment

the hindrance interruption or denial of him the said
David Hafford in his executors administrators and
assigns or any of them of any other person or persons
whatsoever Lawfully claiming or to claim by person
under him them or any of them: and further that
he the said David Hafford his heirs executors administrators
or assigns and all and every other person or persons Law-
fully claiming any estate right title property or in-
terest of in or to the said Liberty granted by grant and
Sole premises or of any part thereof shall if any shall
at any time or times after default of the said term
hereupon to be made in payment of the said term
or one hundred and seventy five pounds the
Whittings and two pence of Lawful money of the
Province of Upper Canada with Lawful interest thereon
according to the Condition of the aforesaid Bond contrary
any part thereof contrary to the said proviso might

ing for & being contrary to the said proviso make
do acknowledge long suffer and Execute all such
writs as are ^{to} ~~in~~ ^{any} ~~things~~ matters or business
and demands in the said whosoever for the parties
and both conveying and receiving of all and any
the said matters with the said ~~parties~~ improvements
and appurtenances ~~to~~ ^{between} as in any one
appurtenance unto him the said Allan Maddean his
heirs and assigns to the said party us and being of
him the said Allan Maddean his heirs and
assigns once tried and discharged of and from the
said and condition herein before in that being
contained, and of and from all unity of redemption
by virtue of colour ~~shown~~ according to the true
intent in meaning of ~~said~~ ^{proviso} ~~proviso~~ as by the said
Allan Maddean his heirs or assigns or his or their
counsel stand in the said shall be reasonably
achieved ~~shown~~ or required. And in to by it is intended
and agreed upon of and between both the said parties
and it is hereunto to be the true intent and
meaning of ~~the~~ ^{said} ~~proviso~~ ^{and of the} ~~parties~~ ^{parties} ~~parties~~
that ~~in~~ ⁱⁿ ~~the~~ ^{the} ~~proviso~~ ^{proviso} ~~proviso~~ to be made
in payment of the said sum of one hundred and

Seventy five pounds two Shillings and two pence
of Lawful money of the Province of New York
with Lawful interest on the same from the six
teenth day of July now last past at the do
and times herein before limited for the payment thereof
it shall and may be Lawful to and for the said
David Stafford his heirs executors administrators
assigns peaceably and lawfully to have hold receive
keep and enjoy all and singular the said premises
granted bargained and sold and every part thereof with
the rights members and appurtenances and to have
receive and take the rents issues and profits thereof
Any thing herein contained to the contrary thereof
in any wise notwithstanding. In Witness
whereof the parties to these presents have
hereunto set their hands and seals the day
and year first above written at Kingston

11
Whereof the parties to these presents have
been to Sir their hands and seals the day
and year first above written at Kingston

in Upper Canada. - His
Sealed and Delivered } David Xth of York
in presence of } Clerk

Bygeamus Jempud
William Joseph Robinson

Alan P. Adams