

County of

D.

To Wit:

make oath and say:—

1. That I was personally present and did see the within Instrument and Duplicate duly signed, sealed and executed by

the part libreto.

2. That the said Instrument and Duplicate were executed at the

3. That I know the said part

4. That I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me at

in the

County of

this day of

in the year of our Lord 187

A Commissioner for taking Affidavits in B. R., &c.

Reg Fee paid

Dated Nov 1st 1878

Edual Brown

To

James Hayward

\$400

Mortgage

W. WARWICK, Law Stationer, 8 and 10 Wellington Street East, Toronto.

and registered in the Registry Office for the County of Leeds in Book

for the Township of

at 11.35 of each

of the 12th day of November

A.D. 1878

Number

581

Register

Edual Brown

Conveyancer.

This Indenture,

made (in duplicate) the *Fifth* day of *November*
in the year of our Lord one thousand eight hundred and seventy-*Eight*

In pursuance of the Act respecting Short Forms of Mortgages:

Between *Israel Bowen* of the Township of *Laudown* in the County of *Leed* Province of *Ontario* and Dominion of *Canada* - *Geoman* and hereinafter called the *Mortgagor* of the *first* part; - And *James Hayward* of the Village of *Janaoquo* in the County of *Leed* Province of *Ontario* and Dominion of *Canada* - *Manufacturer* and hereinafter called the *Mortgagee* of the *second* part;

Witnesseth, that in consideration of *Four Hundred*
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 *Do* ~~to~~ Grant and Mortgage unto the said Mortgagee *his* heirs and assigns FOR EVER:

All and Singular that certain parcel or tract of land and premises *situate lying* and being in the Township of *Laudown* in the County of *Leed* Province of *Ontario* and Dominion of *Canada* being composed of part of lot number *sixteen (16)* in the *third* concession of said Township of *Laudown* and being *one Amana* acre *rather more or less* off of the *North* end of said lot number *sixteen (16)*

[DOVER]

Provided this Mortgage to be void on payment of *Four Hundred*
Dollars of lawful money
of Canada, with interest at *8 mi* per cent. per annum, as follows: *The said*
sum of Four Hundred Dollars to become due and
payable in four equal annual instalments of
one Hundred Dollars each together with interest
at the rate aforesaid on the whole amount due from
from time to time as such payments become due - The first
instalment of one Hundred Dollars and interest on the
whole amount to become due and payable on the
first day of November A@ 1849 and the last on the
first day of November A@ 1882

and Taxes and performance of Statute Labour:

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.

TITLE DEEDS.

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 _____ currency;

And the said Mortgagor do release to the said Mortgagee all his claims upon the said lands, subject to the said proviso.

Provided that the said Mortgagee on default of payment for *one* month may *by giving thirty days notice in writing or by publishing it for four consecutive times in some* *public paper published in said county of said* enter on and lease or sell the said lands.

Provided that the Mortgagee may distrain for 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.

Herein on the day of the date of this Indenture from the said part of the account part
the sum of *Twenty Hundred* Dollars, being the consideration therein mentioned.
witness *Chas Wesley Taylor* *Israel Bowen*

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

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Charles Wesley Taylor

Israel Bowen

