Page No. 249 — To the Register of the County of Lenox and Addington

No. 1898 — A Memorial to Be Registered Pursuant to the Statute of an indenture of Mortgage Made at the Town of Picton in the Prince Edward District and province of Upper Canada the Eleventh Day of November in the year of our Lord one thousand Eight hundred and thirty Seven Between James Lake of the Township of Portland in the Midland District and province of Upper Canada Yeoman of the one part and Christiana Merley of the Town of Picton in the Prince Edward District and province aforesaid Widow of the other part which Witnesseth that whereas the Said James Lake by his Certain Bond or obligation Duly executed and Bearing Even with these presents Stands Bound to the Said Christiana Merley in the full Sum of five Hundred Pounds of the Lawful Money of upper Canada Conditioned for the payment of the Sum of Two Hundred and fifty pounds in Manner following that is to Say twenty five pounds on or Before the fifteenth day of January next Ensuing the date of these presents twenty five pounds within one year from that date fifty Pounds on or Before the fifteenth day of February one thousand Eight Hundred and forty fifty pounds on or Before the fifteenth day of February one thousand Eight Hundred and forty one Fifty pounds on or Before the fifteenth day of febuary one thousand Eight Hundred and forty two and fifty pounds on or Before the fifteenth day of Febuary one thousand Eight Hundred and forty three the Said Several payments to Bear interest from the fifteenth day of Febuary next Now the Said Indenture Witnesseth that the Said James Lake in Consideration of the Said Debt or Sum of Two Hundred and fifty pounds So due to the Said Christiana Merley as aforesaid and for the Better Securing of the Payment thereof and also in Consideration of the further Sum of five Shillings To him the Said James Lake in Hand well and truly paid at or Before the Ensealing and Delivery of these presents the Receipt whereof is thereby acknowledged hath granted Bargained Sold aliened Released assigned Conveyed and Confirmed and by these presents doth grant Bargain Sell alien Release assign Convey unto the Said Christiana Merley her heirs and assigns All that Certain tract or parcel of Land and premises Situate lying and Being in the Township of Camden in the incorporated Counties of Lenox and Addington in the Midland District and province of Upper Canada Containing by Admeasurement two hundred acres of Land be the Same More or less being Compound of Lot Number Forty Seven in the fourth Concession of the Said Township of Camden which Said two Hundred Acres of Land are Butted and Bounded or Mag[illegible] otherwise Known as follows that is to Say Commencing in front of the Said Concession at the South East Angle of the Said Lot then North twenty Nine Degrees west one Hundred and five chains twenty Seven links More or less to the allowance for Road in Rear of the Said Concession then South Sixty one Degrees west Nineteen Chains More or less to the limit Between Lots Number forty Seven and forty Six then South twenty Nine Degrees East one Hundred and five chains twenty Seven links More or less to the allowance for Road in front of the Said Concession then North Sixty one Degrees East Nineteen Chains More or less to the place of Beginning Together with all hereinbefore outhouses and other Buildings thereon Erected and Being with all woods ways waters watercourses and all and Singular the improvements privileges and appurtenances thereto Belonging with the Revision and Reversions Remainder and Remainders Rents issues and profits thereof and all the Estate Right title Claim and Demand whatsoever Both at Law and in Equity of him the Said James Lake into or out of the Same and Every part and parcel thereof and all Deeds Evidences and writings touching and Commencing the title to the Said premises and Every part and parcel thereof To Have and to Hold the Said tract or parcel of Land and premises with all and Singular the improvements privileges and appurtenances thereof thereby granted Released and Confirmed to Me the Said Christiana Merley her heirs and assigns to the only proper use Benefit and Behoof of Me the Said Christiana Merley her heirs and assigns forever Provided always Nevertheless and it is the true intent and Meaning of these presents and of the parties thereunto that if the Said James Lake his Heirs Executors or Administrators do and Shall well and truly pay or Cause to Be paid to the Said Christiana Merley her Heirs Executors administrators or assigns the Said Sum of two Hundred and fifty pounds Together with Lawful interest on the Same

Registered the Sixteenth day of November in the year of our Lord one thousand Eight hundred and thirty Seven at Eleven o'clock in the forenoon —

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Discharged by Memorial 2[illegible] registered in the Book

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according to the Condition of the above in part Recited Bond without any Deduction Defalcation or abatement whatsoever then and from thence forth these presents and Every Matter and thing therein Contained Shall cease and be utterly null and void any thing to the Contrary thereof therein Contained Notwithstanding and the Said James Lake for himself his Heirs Executors and administrators doth thereby Covenant promise grant and agree to and with the Said Christiana Morley her her Heirs Executors administrators or assigns in Manner following that is to Say that he the Said James Lake [illegible] Christiana Morley her Heirs Executors or or administrators or Some of them Shall and will well and truly pay or Cause to Be Paid to the Said Christiana Morley Her Heirs Executors Administrators or assigns the Said Sum of two Hundred and fifty Pounds and the Lawful interest thereon as aforesaid on or Before the Several days therein Before limited for the payment thereof without any deduction Defalcation or abatement whatsoever as aforesaid and that before and at the Sealing and delivery thereof the Said James Lake was and is lawfully and actually Seized of the Said above granted and Bargained premises in fee Simple and has good Right and Lawful authority to Grant Bargain and Sell the Same as aforesaid and will warrant and Defend the Same to the Said Christiana Morley her Heirs and assigns against the Lawful Claims of all Persons whatever free and Clear and freely [illegible] acquitted and Discharged of and from all incumbrances whatever Subject However to the terms of the Said Mortgage as to the possession and Redemption of the Mortgaged premises and that the Said Christiana Morley her Heirs and assigns Shall and May from time to time and at all times after Default of any that Shall happen to be made in payment of the Sum of two Hundred and fifty Pounds as aforesaid or any part thereof peaceably and quietly have hold occupy possess and enjoy all and Singular the Said Hereditaments and premises with the appurtenances and Every part and parcel thereof without trouble Hindrance Molestation or Disturbance of or by them the Said James Lake or of any other person or persons whatever lawfully Claiming or to Claim by from or under him them or any [illegible] of them and further that the Said James Lake and all and Every other person or persons Having or Lawfully Claiming any Estate Right Title or interest [illegible] [illegible] [illegible] premises or any part thereof Shall and will at any time or times hereafter after Default of any [illegible] in payment of the Sum of two Hundred and fifty Pounds or any part thereof Contrary to the proviso and Covenant therein before Contained [illegible] [illegible] [illegible] [illegible] [illegible] further and other acts Matters and things devices Conveyances and assurances in the Law whatsoever for the better and More effectual Conveying and assuring of all and Singular the premises with their appurtenances hereby granted unto the Said Christiana Morley absolutely free and discharged of and from the proviso or Covenant therein Before Contained and of and from all Equity of Redemption by Virtue or Color thereof and to the true intent and Meaning of these presents as by the Said Christiana Morley her Heirs [illegible] them or their Counsel learned in the Law Shall be reasonably advised devised or Required and Lastly it is Covenanted and Agreed upon by and Between the parties to these presents and it is thereby Declared to be the true intent and Meaning thereof and of the parties thereunto that until Default Shall be Made in payment of the Said Sum of two hundred and fifty pounds as aforesaid at the times therein before limited for the payment thereof it Shall and May Be Lawful to and for the Said James Lake his Heirs Executors administrators and assigns peaceably and quietly to have hold occupy possess and Enjoy all and Singular the Said premises above granted and Released with the appurtenances thereof and to [illegible] receive and take the rents and profits thereof to his and their own use Benefit and Behoof any thing therein Contained to the Contrary thereof Notwithstanding which Said indenture of Mortgage is witnessed by James Alexander Cumming of the Township of Sophiasburgh Merchant and Thomas Thomson of the town of Picton Gentleman and is Hereby Required to be Registered by Me the Said Christiana Morley the Mortgagee aforesaid pursuant to the Statute in that Case Made and provided

In Testimony whereof I have Hereunto Set My Hand and Seal the Eleventh day of November in the Year of our Lord one thousand Eight Hundred and thirty Seven

Signed Sealed and Delivered in presence of us

Signed } J. A. C. Cumming

Signed } Thomas Thomson Jun.

Signed } C. Morley

L. S.

The Execution of this Memorial and of the Mortgage to which it Relates appears to have been Duly proved before D. L. Fairfield a Com.r for taking affidavits in the King's Bench in the Prince Edward District on the 11th day of November 1837. by the oath of James A. Cumming of the Township of Sophiasburgh Merchant one of the Subscribing witnesses

Isaac Fraser D. Reg.r

County of Addington &c