

This Indenture

made the **Fifth** day of **May**

one thousand nine hundred and twenty - **Seven**

In pursuance of **The Short Forms of Mortgages Act:**

Between

ALBERT BELL, of the Village of Fort Erie, in the County of Welland, Mechanic, a Widower, hereinafter called the

"MORTGAGOR" of the FIRST PART, and

CHARLES DE WITT HAWKINS, of the City of Buffalo, in the Esquire, State of New York, U.S.A., hereinafter called the

"MORTGAGEE" of the SECOND PART,

Whereas the said Mortgagor is seized in fee simple of the lands hereinafter described.

Now Therefore This Indenture Witnesseth that in consideration of

....Three Thousand 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 **Does Grant and Mortgage** unto the said Mortgagee, **his** heirs, executors, administrators, successors and assigns **Forever**

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Village of Fort Erie, in the County of Welland, and being composed of the North Part and also the Westerly part of Lot No. 6, on the West side of Niagara Street, in said Village of Fort Erie, and being more particularly described by Metes and bounds as follows, that is to say: COMMENCING at the North-East corner of said Lot No. 6, being the corner of Niagara & John Sts., Thence running West along the Northern boundary of said Lot No. 6 141 feet to a point in said Northern boundary distant from Victoria Street, 128 feet; Thence Southerly and parallel with Victoria Street 60 feet; Thence Easterly and parallel with said Northern Boundary of said Lot No. 6, 39 feet; Thence North and parallel with the West limit of said Lot a distance of 36 feet to a post; Thence Easterly on a straight line drawn from the last mentioned post to a point in the West limit of Niagara Street 31 feet North from an iron post planted in the South-East Angle of the lands owned by the owner of the land immediately South thereof, and thence North along the West limit of Niagara Street to the place of beginning, and subject to a right-of-way over the present concrete walk between the buildings on the above described lands, and the buildings on the land immediately to the South thereof, in favour of the owners of the land immediately to the South thereof, their heirs and assigns.

~~And the said wife of the said Mortgagor hereby bars her dower in the said lands. Prohibited~~
this Mortgage to be void on payment of

.....Three Thousand.....

with interest at

Eight

Dollars of lawful money of Canada
per centum per annum as follows:

The said principal sum to become due and be paid
at the end of three years from the date hereof.

and interest payable half-yearly at the said rate
as well after as before maturity and both before and after default of such portion of the principal as
remains from time to time unpaid on the **5th** days of **May** and
November in each year until the principal is fully paid; the first payment of
interest to be computed from the **5th** day of **May** 19 **27**
upon the whole amount of principal hereby secured, to become due and payable on the **5th**
day of **November** next 19 **27**
And Taxes and performance of Statute Labor; And observance and performance of all coven-
ants, provisoes and conditions herein contained.

And it is hereby agreed that in case default shall be made in payment of any sum to become due
for interest, at any time appointed for payment thereof as aforesaid, compound interest shall be
payable and the sum in arrear for interest from time to time, as well after as before maturity,
shall bear interest at the rate aforesaid, and in case the interest and compound interest are not
paid in six months from the time of default, a rest shall be made, and compound interest at the
rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity,
and so on from time to time, and all such interest and compound interest shall be a charge on the
said lands. 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 encumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be
requisite.

And that the said Mortgagor has done no act to incumber the said lands.

And that the said Mortgagor will insure the buildings on the said lands to the amount of not less
than

of lawful money of Canada, and (without prejudice to the foregoing statutory clause) it is further
agreed that the Mortgagee may require an insurance of the said buildings to be cancelled and a
new insurance to be effected in an office to be named by him, and also may of his own accord
effect or maintain any insurance herein provided for, and any amount paid by him therefor shall
be added to the principal moneys and be forthwith payable to him with interest at the rate aforesaid
by the Mortgagor and shall be a charge upon the said lands.

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

The said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the
buildings and improvements thereon in good condition and repair according to the nature and
description thereof respectively, and that in case of neglect to do so or if the Mortgagor or those
claiming under him commit any act of waste on the said land or make default as to any of the
covenants or provisoes herein contained, the principal hereby secured shall, at the option of the
Mortgagee, forthwith become due and payable, and, in default of payment the powers of sale
hereby given may be exercised and that the Mortgagee may from time to time make such repairs
to the buildings and fences upon the said lands as he may deem requisite or proper and the
amount thereof shall be added to the principal and bear interest at the said rate and shall be
forthwith payable and shall be a charge on the said lands.

Prohibited that the said Mortgagee, on default of payment for **one month**, may on
a month(s) notice enter on and lease or sell the said lands. And provided also that in case
default be made in payment of either principal or interest and such default continue for **three**
months after any payment of either falls due, the Mortgagee may exercise the foregoing powers
of leasing or sale or either of them without any entry or notice.

Prohibited that the hereinbefore mentioned notice of exercise of power of sale or lease, or either,
may be effectually given either by leaving the same with a grown-up person on the mortgaged
premises, if occupied, or placing the same on some portion thereof, if unoccupied, or at the option
of the said Mortgagee by publishing the same twice in some newspaper published in the County or
District in which the said lands are situate, and that such notice shall be sufficient though not
addressed to any person or persons by name or designation, and notwithstanding any person or
persons to be affected thereby may be unknown, unascertained, or under disability.

And provided that the costs of any sale proceedings hereunder, whether such sale prove abortive
or not, and all costs, charges and expenses incurred in inspecting the said premises (which the

Mortgagee shall be entitled to do) or about taking, recovering or keeping possession of the said lands, or in enforcing the personal remedies under these presents, or by procuring payment of the moneys hereby secured, shall be added to the principal and bear interest at the said rate and shall be a charge on the said lands, and shall be payable forthwith with interest as aforesaid until paid, as well after as before maturity, and, in default of payment, the powers of sale hereby given shall be exercisable, and that the Mortgagee may sell the said lands or any part thereof by public auction or private sale and on such terms as to credit and otherwise as shall appear to him most advantageous, and for such price as can be reasonably obtained therefor, and may make any stipulations as to title or otherwise which he shall think proper, and may buy in or rescind or vary any contract of sale of any of the said lands and re-sell without being answerable for loss occasioned thereby, and for any of said purposes may make and execute all agreements and assurances as he shall think fit, and that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell the said lands, or to enquire as to the propriety or regularity of any sale or lease hereunder, and no want of notice shall invalidate any sale hereunder as against the purchaser, but the remedy of the Mortgagor shall be in damages only against the Mortgagee and any sale or lease hereunder shall not be affected thereby.

Prohibited that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest, Provided that in default of the payment of the interest hereby secured the principal hereby secured shall become payable.

Prohibited that until default of payment the Mortgagor shall have quiet possession of the said lands.

Prohibited that no extension of time given by the Mortgagee to the Mortgagor or any one claiming under him, nor any other dealing by the Mortgagee with the owner of the Equity of Redemption of said lands, shall in any way affect or prejudice the rights of the Mortgagee against the Mortgagor or any other person liable for the payment of the moneys hereby secured.

And the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the terms of this mortgage at a rent equivalent to and payable on the same days and times as the payments of interest are hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payment of interest. Provided the Mortgagee may, on default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and terminate the tenancy hereby created without notice.

Prohibited also that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands and all amounts so paid or paid for insurance or repairs shall be added to the principal and be a charge on the lands in the same manner as all other moneys hereby secured, and shall bear interest at said rate and shall be payable forthwith with such interest by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off, and he is hereby authorized to retain any discharge thereof without registration for as long as the Mortgagee may think fit so to do.

And it is Agreed and Declared that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured and no person shall have any right to require the mortgage moneys to be apportioned upon or in respect of any such part or lot, and the Mortgagee may from time to time discharge any part or parts, lot or lots, of the mortgaged lands for such consideration as he shall think proper or without consideration if he sees fit, and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

Prohibited that neither the execution nor the registration of these presents shall bind the Mortgagee to advance the moneys intended to be secured hereby.

Prohibited also that in the event of non-payment of the principal moneys, or any part thereof, at the time or times herein provided for payment of the same then the Mortgagor shall not require the Mortgagee to accept payment of the said principal moneys without paying a bonus equal to three months' interest, in advance, on the said principal moneys.

And that all moneys hereby secured shall be paid in gold coin of the present standard value legally current in Canada if required.

And it is further declared and agreed that the words "Mortgagor" and "Mortgagee" wherever used in this Indenture shall, when the context allows, include and be binding and enure to the benefit of not only the said parties hereto, but also on their respective heirs, executors, administrators, successors and assigns.

And it is hereby agreed that covenants herein contained on the part of the Mortgagor shall be construed as being several as well as joint.

Wherebet the singular and the masculine are used throughout this Mortgage the same shall be construed as meaning the plural or the feminine where the context or the parties hereto require.

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

Signed, Sealed and Delibered

In the Presence of

Luis Marie Messenger

Albert Bell



TV

Dated

May 5th

A.D. 1927

Jan - 5 - 56
Feb - 5 - 28
Mar - 5 - 28

ALBERT BELL

TO

NOT RECORDED IN FULL

CHARLES DEWITT HAWKINS

Mortgage

L. F. No. 2

Newsome & Gilbert, Limited, Toronto

NOT TO BE RECORDED IN FULL

I Certify that the within Instru-
ment is duly Entered and Registered
in the Registry Office for the Registry
Division of the County of Welland,
*— in Book **L** for the —*
VILLAGE OF FORT ERIE
at 4 o'clock P. M. of the 13 day
of May 1927, -Number 6853
S. M. Clark Registrar

HUGH A. ROSE
BARRISTER, ETC.
WELLAND, ONT.

#150

CANADA
Province of Ontario
COUNTY WELLAND

I, *Lois Marie Messenger*
of the Village of Fort Erie
in the County of Welland

To wit: *Stenographers* make oath and say:

1. THAT I was personally present and did see the within instrument and a duplicate duly signed, sealed and executed by **Albert Bell** one of the parties thereto
2. THAT the said Instrument and duplicate were executed by the said part **y** at the Village of Fort Erie in the County of Welland
3. THAT I know the said part **y**
4. THAT I am a subscribing witness to the said Instrument and duplicate.

SWORN before me at the Village of Fort Erie in the County of Welland this *10th* day of May A.D. 1927.

Lois Marie Messenger

A Commissioner for taking Affidavits, etc.

Frederick Hager

I, of in the of DO SOLEMNLY DECLARE that I was at the time of the execution and delivery by me of the within Instrument and of the full age of 21 years.

And I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED before me

of in the of this day of A.D. 19 .

A Commissioner for taking Affidavits, etc.