

Dated 11th Feby. 1863

INDENTURE

OF

BARGAIN AND SALE.

Lot 1-7 R. Perry

et ux,

Daniel O'Connor

et ux

TO

John Russell

Dated this 11th day of Feby. 1863

This Indenture,

made the

Eleventh day of *February* in the year of our Lord one thousand eight hundred and *sixty three* Between *Daniel Gornor* of the Township of *Pickering* in the County of *Ontario* *homan* of the First Part;

Johanna Gornor the Wife of the said party of the First Part, of the Second Part: and *John Russell* of the township of *Whitby* in the said County *homan* of the Third Part:

Witnesseth, that the said party of the first part, for and in consideration of the sum of *one hundred* *Dollars* of lawful money of Canada, to him by the said part of the third part, in hand well and truly paid at or before the sealing and delivery of these Presents, (the receipt whereof is hereby acknowledged,) hath given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these Presents doth give, grant, bargain, sell, alien, release, enfeoff, convey and confirm, unto the said part of the third part, *his* heirs and assigns, **All** and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of *Pickering* in the County of *Ontario* and Province of Canada, containing by admeasurement *one acre* be the same more or less, being composed of

part of lot number one in the seventh Concession of the said Township of Pickering and which said parcel or tract of land may be better known and described as follows that is to say Commencing at a post planted at the Easterly limit of the said lot at the distance of four chains and thirty three links from the south east angle thereof and running thence north sixteen degrees west two chains and fifty links Thence south seventy four degrees west four chains Thence south sixteen degrees east two chains and fifty links Thence north seventy four degrees east four chains to the place of Beginning

Together with all and singular the houses, out-houses, buildings, woods, ways, waters, water-courses, easements, privileges, profits, hereditaments and appurtenances whatsoever, to the said parcel or tract of land, tenements, hereditaments and premises belonging, or in any wise appertaining, or therewith used and enjoyed, or known or taken as a part or parcel thereof, or as belonging thereto, or to any part thereof, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, trust, claim, property and demand, both at law and in equity, of him the said party of the first part, of, in, to, or out of the said lands, tenements, hereditaments and premises, and every part thereof; **To have and to hold** the same lands, tenements, and hereditaments, and all and singular other the premises hereby conveyed or mentioned, or intended so to be, with their and every of their appurtenances, unto the said part 4 of the third part *his* heirs and assigns, to the sole and only use of the said part 2 of the third part, *his* heirs and assigns, forever; **Subject, nevertheless**, to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown: **And** the said party of the first part doth hereby for himself, his heirs, executors, and administrators, **Covenant, Promise, and Agree**, to and with the said part 4 of the third part, *his* heirs and assigns, in manner following, that is to say: **That**

he the said party of the first part, at the time of the ensealing and delivery hereof is and stands solely, rightfully, and lawfully seized of a good, sure, perfect, absolute and indefeasible estate of inheritance in fee simple, of and in the lands, tenements, and hereditaments, and all and singular other the premises hereinbefore described, with their and every of their appurtenances, and of and in every part and parcel thereof, without any manner of reservation, limitation, provisoes or conditions, (other than as aforesaid,) or any other matter or thing, to alter, charge, change, encumber or defeat the same: **And also, that**

the said party of the first part, now hath in himself good right, full power, and lawful and absolute authority, to grant, sell, alien, convey and confirm the said lands, tenements, hereditaments and premises, and every part and parcel thereof, with the appurtenances, unto the said part 4 of the third part *his* heirs and assigns, in manner and form aforesaid: **And also, that** it shall and may be lawful to and for the said part 4 of the third part, *his* heirs and assigns, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the aforesaid lands, tenements hereditaments and premises hereby conveyed, or intended so to be, with the appurtenances, without the let, suit, hindrance, interruption or denial of him the said party of the first part, his heirs or assigns, or any other person or persons whomsoever, and that free and clear, and freely and clearly acquitted, exonerated and discharged of and from all arrears of taxes and assessments whatsoever, due or payable upon or in respect of the said lands, tenements, hereditaments and premises, or any part thereof, and of and from all former conveyances, mortgages, rights, annuities, debts, judgments, executions and recognizances, and of and from all manner of other charges, and incumbrances whatsoever: **And, lastly**, that he the said party of the first part, his heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have or lawfully claim any estate, right, title, interest, or trust, of, in, to, or out of the lands, tenements, hereditaments and premises hereby conveyed as aforesaid, or intended so to be, with their appurtenances, or any part thereof, by, from, or under, or in trust for him the said party of the first part, his heirs or assigns, shall and will from time to time, and at all times hereafter, at the proper costs and charges in the law of the said part 4 of the third part, *his* heirs and assigns, make, do, suffer and execute, or cause or procure to be made, done, suffered and executed, all and every such further and other reasonable act and acts, deed and deeds, devices, conveyances and assurances in the law, for the further, better, and more perfectly and absolutely conveying and assuring the said lands, tenements, hereditaments and premises, with the appurtenances, unto the said part 4 of the third part, *his* heirs and assigns, as by the said part 4 of the third part, *his* heirs and assigns, *his* or their Counsel learned in the law, shall be lawfully and reasonably devised, advised or required. **And this Indenture also witnesseth**, that the said

Johanna O'Connor
the wife of the above-named party of the first part, for and in consideration of the sum of Five Shillings of lawful money as aforesaid, to her by the said part of the third part now in hand paid (the receipt whereof is hereby acknowledged,) hath remised, released, and forever relinquished and quitted claim, and by these Presents doth remise, release, and forever relinquish and quit claim, unto the said part 4 of the third part, *his* heirs, executors, administrators and assigns, all and all manner of Dower and right or title to Dower whatsoever, which she, the said party of the second part now hath, or in the event of surviving her said husband, the said party of the first part, might or of right ought to have or claim in, to, and out of the said certain parcel or tract of land and premises above-mentioned, and every part or parcel thereof, and all manner of action or actions, and writ or writs of Dower whatsoever in relation thereto.

In Witness whereof, the Parties to these Presents have hereunto set their Hands and affixed their Seals, the day and year first above written.

Signed, Sealed, and Delivered, in the Presence of

Geo. Ezra O'Connor

Daniel O'Connor

Johanna O'Connor
Wm. O'Connor

N^o. 125 C. G. M.
Melburn
Road
Crown

A Memorial heretofore
Registered in the Registry Office
of the County of Ontario, the 11th
Day of February 1863. at 1 =
o'clock 45 = minutes, P.M. in
Liber 104. Pickering Page
12. Memorial No. 26924 =


Registrar.