

647
Dated 16 May 1902

247

Will or Legacy

Herewith R. Cattermole

To

Haward Trumore
Executor

Sum

Province of Nova Scotia, Registrar of Deeds
Office, County of Pictou, MAY 16 1902

I certify that the within instrument was duly registered at 3 pm of the above day in Book 131, page 123 on the certificate

of John Ross Kottler
John Kottler
Registrar.

#45.28
93.22

THIS INDENTURE made the ninth day of May
in the year of our Lord one thousand nine hundred and two.

BETWEEN Kenneth R. Cotter of Sundridge in
the County of pictou, Black-smith and Farmer, and Willena J.
Cotter his wife of the one part, and Howard Primrose of pictou
in the County of pictou, Gentleman, Executor of the last Will
and Testament of John W. Forbes, deceased, of the other part.

WITNESSETH, that the said Kenneth R. Cotter
for and in consideration of the sum of Two Hundred and *forty*

Dollars of lawful money of Canada to the said Kenneth R.
Cotter in hand well and truly paid by the said Howard Prim-
rose, Executor as aforesaid, at or before the sealing and del-
ivery of these present, the receipt whereof is hereby acknow-
ledged, do and each of them doth grant, bargain, sell, alien,
enfeoff, release and confirm unto the said Howard Primrose,
Executor as aforesaid, his successors, heirs and assigns, All
that lot of land situate at Little Cariboo River in the County
of Pictou and abutted and bounded as follows, vizt:- Bound-
ed on the Northwest by lands now or formerly owned or in the
occupation of Daniel Stramberg, John McLeod and Angus Condon;
on the Northeast by lands now or formerly owned by George
Redpath; on the Southeast by lands now or formerly owned by
John R. Redpath and Alexander Clark and on the southwest by the
River John Road, containing one hundred and seven acres
more or less; being all that lot of land formerly owned by the
said Alexander Munro, deceased, and being those several lots
of land conveyed to the said Alexander Munro by deed from
Wm. Redpath and wife recorded in the Registry of Deeds at
Pictou in Book 23 page 332, and Deed from Hugh McDonald record-
ed in said Registry in Book 51 page 278, and the buildings,
hereditaments, easements and appurtenances to the same belong-
ing, and the reversions, remainders, rents and profits thereof
and all the estate, right, title, interest, claim and demand of

the said Kenneth R. Cotter and Willena J. Cotter his wife of, in, or to the same TO HAVE and TO HOLD the said above granted and described land and premises, with the appurtenances unto, and to the use of the said Howard Primrose, Executor as aforesaid, his successors, heirs and assigns forever.

PROVIDED ALWAYS, that if the said Kenneth R. Cotter his heirs, executors, administrators, do well and truly pay unto the said Howard Primrose, Executor as aforesaid, his successors, heirs, executors, administrators, or assigns, the said full sum of Two Hundred and *forty* dollars of lawful money of Canada in one year from the date hereof, and interest for the same after the rate of seven dollars per centum per annum computed from the date of these presents and payable on the *twelfth* day of November and the *twelfth* day of May next being the same sum of money and interest which is secured to the said Howard Primrose, Executor as aforesaid, by the certain bond or obligation in writing of the said Kenneth R. Cotter made bearing even date herewith.

AND the said Kenneth R. Cotter for himself his heirs, executors, and administrators doth hereby covenant with the said Howard Primrose, Executor as aforesaid, his successors, heirs, executors, administrators and assigns: That he the said Kenneth R. Cotter his heirs, executors or administrators shall and will well and truly pay unto the said Howard Primrose, Executor as aforesaid, his successors, heirs, executors, administrators or assigns, the said full sum of Two Hundred and *forty* dollars of lawful money aforesaid, and interest for the same at the days and times, after the rate and in the manner mentioned, in the foregoing Proviso. And that after breach of the foregoing Proviso it shall be lawful for the said Howard Primrose, Executor as aforesaid, his successors, heirs, executors, administrators and assigns peaceably and quietly, to enter into, h

hindrance or disturbance of, from, or by any person or persons lawfully claiming the same, or any part thereof, And also that the said Kenneth R. Cotter hath a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said land and premises, and hath good right, full power and lawful authority, to grant and convey the same, in manner and form aforesaid, according to the true intent and meaning hereof.

AND also that the said Kenneth R. Cotter and his heirs the land and premises unto the said Howard Primrose, Executor as aforesaid, his heirs and assigns against the lawful claims and demands of all persons shall and will by these presents WARRANT and for ever defend. And that until payment shall be made of the principal sum and Interest hereby secured to be paid the said Kenneth R. Cotter his heirs executors and administrators will keep without intermission insured against Casualties by fire on the buildings on the said granted premises the sum of Two Hundred and *forty* Dollars of lawful money aforesaid, in some good fire Insurance Office in pictou to be selected by and in the name and for the benefit of the said Howard Primrose, Executor as aforesaid, his heirs and assigns: and will deposit with him or them all policies and Receipts for renewal premiums of such Insurance. And in default thereof, that the said Howard Primrose, Executor as aforesaid, his successors, heirs, executors, administrators and assigns, shall and may, as required, effect, renew, and continue such Insurance, and charge all payments made for or in respect thereof, with interest after the rate aforesaid, upon the said mortgaged premises.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands and seals the day and year first above written.

signed, Sealed and Delivered)

Kenneth R Cotter

in the presence of

Annie Ives

Willena J Cotter

PROVINCE OF NOVA SCOTIA,

COUNTY OF PICTOU, S. S.

BE IT REMEMBERED that on this tenth day of May A. D. 1902 before me, the subscriber, personally come and appeared Willena J. Cotter, wife of Kenneth R. Cotter, mentioned in the foregoing Indenture, who having been by me examined separate and apart from her said husband, did declare and acknowledge that she executed the said Indenture as and for her act and deed, freely and voluntarily, without fear, threat or compulsion of, from or by her said husband, and for a full release of all her claims to the land therein mentioned.

J. M. Ross
Notary Public & Commissioner
of the Supreme Court

PROVINCE OF NOVA SCOTIA,

COUNTY OF PICTOU, S. S.

I CERTIFY, that on this tenth day of May A. D. 1902, *Annie Jones* subscribing witness to the foregoing Indenture made oath before me that the same was signed and executed in *her* presence by the therein-named Kenneth R. Cotter and Willena J. Cotter his wife.

J. M. Ross
Notary Public &
Commissioner of the Supreme
Court.