

This Indenture made the *fourth* day of *January*
in the year of Our Lord One Thousand Eight Hundred and *seventy eight* Between
Duncan McKays of Big Meadows, Rogers Hill in
the County of Pictou Farmer of the one part, and
George Henry Elliott of Pictou in the County of
Pictou Barrister at Law.

of the other part, WITNESSETH that for and in consideration of the sum of *One hundred*
and fifty Dollars
of lawful money of Nova Scotia, to *him* in hand paid by the said *George Henry Elliott*

_____ at or before the ensealing and delivery of these presents, the

receipt whereof is hereby acknowledged *he* the said *Duncan McKays* hath

granted, bargained, sold, aliened, remised, enfeoffed and confirmed and by these presents *doth*

_____ grant, bargain, sell, alien, remise, release, enfeoff and confirm

unto the said *George Henry Elliott his*

_____ HEIRS and ASSIGNS *Just all that certain lot, piece or parcel of*

land situated by me, and being in the settlement of the Back
Meadows in the County of Pictou describes as follows: Bounded on the
West by the main road which lead from Scotaburn through the
big meadows to strike the River John Road, bounded on the north
by lands of William Logan, bounded on the East by lands of Adam
Grant, bounded on the south by the several courses of the East
Branch of River John to contain eighty acres of land more or
less. Second, that certain lot of land situated at Rogers Hill
in the County of Pictou bounded and described as follows:

Beginning at the south angle of a lot of land formerly sold
to Isaac Langille and David Bigney, thence East along said
land till it comes to the side line of the land of George
McIntosh, thence north along Mcintosh's land till it comes
to the land of Thomas Murray, thence Westwardly, the several
courses of Murray's land till it comes to the land of John
McKay, thence South along McKay's land to the place of
beginning, containing thirty six acres more or less. Third,
that certain lot of land being at Big Meadows Scotaburn
in said County bounded as follows: - on the north by land
owned by Duncan McKee on the East by land owned by
Duncan McKee and on the South South West and
West by the several courses of the East Branch River
John containing eleven acres more or less

together

Together with all and singular the houses, buildings, ways, water courses, easements, privileges and appurtenances to the said lot or parcel of land belonging or appertaining with the reversion and reversions, remainder and remainders, rent, issues and profits thereof, and all the estate, right, title interest, property, claim and demand, whatsoever, at law and in equity *of him the said Duncan McKee* of in to out of the same or any part thereof

TO HAVE AND TO HOLD the said lot, piece or parcel of land above described with all and singular the appurtenances unto *him the said George Henry Elliott his heirs and assigns forever.*

And the said *Duncan McKee* for himself his

heirs, executors and administrators do hereby these presents covenant, promise and agree to and with the said *George Henry Elliott his* _____

_____ heirs and assigns in manner and form following: that is to say that *he the said Duncan McKee* his heirs executors and administrators

shall and will pay or cause to be paid the *said George Henry Elliott his* executors administrators and assigns, the full sum of *one thousand and fifty Dollars* _____ of lawful money as aforesaid, together with interest upon

the said sum at the rate of *seven* per centum per annum, in manner following, that is to say:

in one year from the date of this indenture

And that after breach of the foregoing COVENANT it shall be lawful for the said *George Henry Elliott his*

Heirs, Executors, Administrators and Assigns, peaceably and quietly to enter into, hold and enjoy the said granted lands and premises, without hindrance or disturbance of, from or by any person or persons lawfully claiming the same, or any part thereof.

PROVIDED ALWAYS that if the said *Duncan McKemie* his
heirs, executors, or administrators, do and shall well and truly pay or cause to
be paid to the said *George Henry Elliott* his
heirs, executors, administrators, or assigns the said full principal sum of *one hundred*
and fifty Dollars in manner and form as the same are hereinbefore covenanted to be
paid, and as the same are secured to be paid to the said *George Henry Elliott*
by the certain *Bond or obligation*
of the said *Duncan McKemie*

made bearing even date herewith, **Then these Presents** and every clause, matter and thing
herein contained shall cease and become null and void.

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

Signed, Sealed and Delivered }
in the presence of }
John Ferguson

Duncan McKemie

150. 00/100

Received on the day of the date of the foregoing Mortgage from *George H. Elliott*
therein named the sum of *one hundred and fifty Dollars* being the full consideration.

Witness: }
John Ferguson

Duncan McKemie

PICTOU, S.S.

On this _____ day of _____ in the year of Our Lord
~~One Thousand Eight Hundred and~~ before me the subscriber
personally appeared _____ who, being by me
wife of the within named _____
~~examined apart from her said husband acknowledged and declared that she signed, sealed and ex-~~
~~ecuted the foregoing Indenture of Mortgage, as her free act and deed without any compulsion from her~~
~~said husband, which I hereby certify.~~

\$88. pd on a/c in their mortg sub 11 Oct 54 by
Alex M. Donald Blacksmith by paymt on a/c
note of hand

\$40. on a/c of mortgage of which 9.42 & 10.77
~~pd on a/c for value of his & M^e intent.~~