

(OBVERSE)

This Indenture, made the Twentieth__ day of December__ in the year of our Lord One Thousand Eight Hundred and Thirty Eight ____ Between William Osborne (name underlined) of the City of Toronto in the Home District in the Province of Canada, Land Agent, of the First part, Ann Osborne (name underlined) of the same place, Wife, of the said party of the first part of the second part, And Joshua Crawford (name underlined) of the same place, Baker, of the Third part. (followed underline lasts for a line long)

Witnesseth, that the said William Osborne (name underlined) _____ for and in consideration of the sum of Thirty Seven Pound Ten shillings (amount of money underlined) _____ of lawful money of Canada, to him by the said Joshua Crawford (name underlined) _____ 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 do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm, unto the said Joshua Crawford (name underlined) his _____ heirs and assigns, ALL and singular that certain Parcel or Tract of Land and Premises, situate, lying and being in the Township _____ of Enniskillen _____ in the County of Kent _____ in the Western _____ District _____ and Province of Canada, containing by admeasurement One Hundred Acres _____ be the same more or less, being composed of The West half of Lot Number Eighteen in the sixth (Confusion?) of the said Township of Enniskillen (underlined) (followed underline lasts for 7 lines long)

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, Property and Demand, both at Law and in Equity, of him the said William Osborne (name underlined) _____ 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, 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 Joshua Crawford his _____ heirs and assigns, to the sole and only use of the said Joshua Crawford his _____ heirs and assigns for ever, Subject, nevertheless, to the reservations, limitations, provisoes (promises?) and conditions expressed in the original grant thereof from the Crown: And the said William Osborne _____ doth hereby for himself his _____ heirs, executors and administrators, COVENANT, PROMISE, AND AGREE, to and with the said _____ Joshua Crawford his _____ heirs and assigns, in manner following, that is to say: That he, the said William Osborne _____ 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, 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 (promises?) or conditions, (other than as aforesaid), or any other matter or thing, to alter, charge, change, encumber or defeat the same: And also, that _Me ___ the said William Osborne _____ 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 Joshua Crawford his heirs and assigns, in manner and form aforesaid: And also, that it shall and may be lawful to and for the said Joshua Crawford his _____ heirs and assigns, peacefully 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 (lot?), suit, hindrance, interruption or denial of him, the said William Osborne his _____ heirs and 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 areas 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 other incumbrances (followed underline lasts for 2 lines long)

And also, that _Me ___ the said William Osborne his _____ heirs and assigns, and all and every other person or persons whomsoever, having or lawfully claiming, or who shall or may have r lawfully claim any Estate, Right, Title, Interest or Trust, of, in, to, or out of the Lands, Tenements, Hereditaments or 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 William Osborne 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 Joshua Crawford 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 of the said Lands, Tenements, Hereditaments and Premises, with the appurtenances, unto the said Joshua Crawford his _____ heirs and assigns, as by the said Joshua Crawford his _____ heirs and assigns, or his _____ or their Counsel learned in the Law, shall be lawfully and reasonable devises, advised or required.

And this Indenture further witnesseth, that the said Anne Osborne _____ with the privity and all approbation and consent of her said husband, testified by his being a party to these presents, in consideration of the premises, and also in consideration of the further sum of five shillings of lawful money of Canada aforesaid, to her by the said Joshua Crawford _____ remise, release, and for ever relinquish and quit claim, unto the said Joshua Crawford _____ his heirs, executors, administrators, and assigns, all Dower, and all Right and Title thereto, which she, the said Anne Osborne _____ now hath, or in the event of surviving her said husband, can, or may, or could, or might hereafter in any wise have or claim, whether at Common Law or otherwise howsoever, of, in, to, or out of the Lands, Tenements, Hereditaments, and Premises hereby conveyed.

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

[Signature which reads "Edward Osborne"
with a seal mark beside it]

[Signature which reads "Joshua Crawford"
[Signature which reads "William Osborne" with a missing
seal mark beside it] [Signature which reads "Anne Osborne" with a seal mark beside
it]

(REVERSE)

Received, on the Day of the Date of the within Indenture, the sum of
Thirty Seven Pound ten shillings
of Lawful Money of Canada, being the full consideration therein mentioned.
In Presence of
Edward Osborne William Osborne