

11864

Dated July 12th 1912

Jules Joannis. et ux

To

Azarie Joannis.

SPECIAL DEED OF LAND

Township of Clarence.

I Certify that the within instrument is duly entered and Registered in the Registry Office for the Registry Division of Russell, in Book 11864 for the Municipality of Clarence at 7 o'clock and 30 minutes P.M. of the 12 day of July 1912 A. D. 1912 Number 11864

[Signature]
Registrar A. R.

J. O. THIS INDENTURE MADE IN DUPLICATE the *Twelfth* day of *July* in the year of our Lord, one thousand nine hundred and *Twelve* in pursuance of the Short Forms of Conveyances Act.

BETWEEN, Jules Joanisse, of the Township of Clarence in the County of Russell and Province of Ontario, Millwright, hereinafter called the party of the first part,
Of the First Part.

Azarie Joanisse, of the same place, Filer, hereinafter called the party of the second part,
Of the Second Part.

And Domithilde Joanisse, Wife of the said party of the first part
Of the Third Part.

WITNESSETH that in consideration of the premises and various good and valuable consideration and the hereinafter mentioned conditions and the sum of One Dollar of lawful money of Canada, now paid by the said party of the second part to the said party of the first part, (The receipt whereof is hereby acknowledged) he the said party of the first part doth grant unto the said party of the second part his Heirs and Assigns,

ALL AND SINGULAR that certain parcel or tract of land and premise, situate, lying and being in the Township of Clarence, in the County of Russell, in the Province of Ontario and Dominion of Canada.

BEING COMPOSED of the North half of the South half of Lot Number Three (3) in the Ninth (9) Concession of the Township of Clarence aforesaid, Containing Fifty (50) Acres of land more or less.

TO HAVE AND TO HOLD unto the said party of the second part his heirs and assigns to and for his and their sole and only use forever, subject nevertheless to the reservations, limitations, provisions and conditions expressed in the original grant thereof from the Crown, and subject also to the hereinafter covenants and conditions being carried out and satisfied by the said party of the second part.

And the said party of the Second Part shall pay to the said parties of the first and Third parts during the life time of both the said parties of the first and third parts the sum of Two hundred dollars (\$200) a year and at the death of one of the said parties of the first and third parts, the said party of the second part will pay to the surviving party the sum of one hundred dollars (\$100) in each year during the lifetime of the surviving party, the said sum of Two hundred dollars in each year shall be payable to the said parties of the first and third parts on the *First* day of *December* in each and every year, the first of such payments to become due and payable on the *First* day of *December* A. D. 1913 and the said sum of one hundred dollars shall be payable to the surviving party on same date in each year during the lifetime of one of the surviving party of the first and third parts,

And the said party of the second part hereby covenants, promises and agrees with each of the other parties hereto, that in consideration of the premises, he will keep the lands and buildings thereon in a good state of repair and that he will keep the buildings insured on the said lands for their insurable value and pay all premiums to keep such buildings insured.

And the said party of the second part hereby covenants, promises and agrees with each of the other parties hereto, that he will pay all tax rates and assessments, perform Statute labor for the said lands, and that he will not in any way Mortgage, sell nor in any way incumber the said lands during the lifetime of either of the said parties of the First and Third parts.

And the said party of the Second part hereby covenants, promises and agrees with each of the other parties hereto, that the saw mill and provinder mill on the said land with about four acres of land or more if necessary surrounding said mill's and new Dwelling house shall be under the absolute control and management of the said party of the first part during his lifetime.

And the said party of the second part hereby covenants, promise and agrees to and with each of the other parties hereto, that the garden and orchid containing fruit trees on the said lands shall be for the use and benefit of the said parties of the first and third parts during their lifetime.

And the said party of the second part hereby covenants, promises and agrees to and with the other parties hereto, that they the said parties of the first and third part shall occupy the new Dwelling house on the said lands during their lifetime, and that the said party of the first part shall control and have uninterrupted authority to manage the affairs on the said lands the same as if this Indenture had never been made during the life time of the said party of the first part.

And if the said party of the second part should die without leaving Issue in which case his Widow would be entitled to one third of the value of the real estate mentioned on this Indenture and after the death of both the said parties of the first and third parts the other two-thirds of the real estate mentioned in this Indenture would revert to the legal heirs of the said parties of the first and third parts, this in case the said party of the second part should die before the said parties of the first and third parts.

And the said party of the second part hereby covenants, promises and agrees to and with each of the other parties of the first and third parts, that he will give proper medical attendance to the said parties of the first and third parts and each of them in case of sickness and will pay all expenses in connection therewith.

And the said party of the first part Covenants with the said party of the second part that he has the right to convey the said lands to the said party of the second part notwithstanding any act of the said party of the first part.

And the said party of the second part shall have quiet possession of the said lands free from any incumbrances subject nevertheless to the Covenants, Conditions and payments as herein mentioned and which Covenants, Conditions and payments shall be and form a lien on the said lands until paid *and satisfied*.

And the said party of the first part Covenants with the said party of the second part that he will execute such further assurances of the said lands as may be requisite.

And the said party of the first part Covenants with the said party of the second part that he has done no act to incumber the said lands.

And the said party of the second part Releases to the said party of the second part all his claims upon the said lands, subject however to the Covenants and Conditions and payments as herein mentioned.

And the said Domithilde Joanisse, the wife of the said party of the first part hereby bars her Dower in the said lands and releases all her claims to same subject to the Covenants, Conditions and Payments as herein and heretofore mentioned.

And the said party of the second part hereby agrees to supply the said parties of the first and third parts all the stove wood ready cut and drawn to their door that may be required by the said parties of the first and third parts during their lifetime.

And the said party of the second part hereby agrees to supply the said parties of the first and third parts with a good horse and vehicle when they shall require the use of such horse and vehicle during their lifetime, and the said party of the second part shall pay all expenses in connection with or for the keep of such horse and vehicle.

And the said party of the second part hereby agrees to supply the said parties of the first and third parts with a good Milch cow during their life time and the said party of the second part will feed and care for such cow at his own time and expense.

ALL of which Covenants and Conditions the said party of the second part for himself his heirs, Executors, administrators and assigns hereby agree to fulfill and perform.

And it is hereby agreed by and between the parties hereto that all the Farm Implements, Vehicles, harnesses, Roles, Threshing Machine shall be the property of the said party of the second part, as long as he, the said party of the second part, shall carry out and fulfill the obligations as mentioned in this indenture.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED
IN THE PRESENCE OF

Xavier J. J. J.

having been first read over
and explained.

Jules Joannis

Marie Joannis

Domithilde x Joanisse

Province of Ontario,
County of Russell,
To Wit.

I *Xavier Seguin Jr*
of the Town of Rockland, in the County
of Russell, *Engineer*

Make Oath and say,

1' THAT I was personally and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by Jules Joannis, Domithilde Joannis and Azarie Joannis three of the parties thereto.

2' THAT the said Instrument and Duplicate were executed by the said parties at the Town of Rockland in the County of Russell.

3' THAT I know the said parties.

4' THAT I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me at the Town of
Rockland in the County of
Russell this *12th* day of
July in the year
of our Lord 191*4*.

James Maguire

A COMMISSIONER for taking Affidavits & c.