

This Indenture

made the *Twenty fourth* day of *August* in the year of our Lord One thousand eight hundred and *ninety one*

Between *Mary Ann Trahair* the wife of *John Trahair* of *Dalton Creek* near *Beechworth* in the colony of *Victoria* Minister

hereinafter called "the Mortgagee" of the first part

Alexander Pulchard of *Beechworth* aforesaid Registrar

hereinafter called "the Mortgagor" of the second part and THE VICTORIAN RAILWAYS COMMISSIONERS hereinafter called "the Corporation" of the third part—

Whereas by a certain Indenture of Mortgage bearing date the *twenty fourth* day of *April* One thousand eight hundred and *eighty three and eighth* ^{number of 470 19008 308} made between the mortgagor of the one part and the mortgagee of the other part for the considerations therein mentioned the mortgagor did grant and release unto the mortgagee and her heirs (together with other hereditaments) the piece or parcel of land and premises hereinafter described TO HOLD the same with the appurtenances unto and to the USE of the mortgagee her heirs and assigns subject to the proviso for redemption of the said hereditaments therein contained

with the consent and approbation of the mortgagee testified by her executing these presents
And whereas the mortgagor hath lately contracted with the Corporation for the absolute sale to the Corporation of the piece or parcel of land and hereditaments hereinafter described free from incumbrances for the sum of *Two hundred pounds*

which said land is required to be taken for the construction of the Railway from *Yackandandah* to *Beechworth* and forms part of the hereditaments comprised in the said recited mortgage security

And whereas it hath been agreed between the said parties hereto that the said consideration money or sum of *two hundred pounds* ^{shall be paid} as follows viz: the sum of *One hundred and twenty pounds* to the mortgagee and the sum of *Eighty pounds* to the mortgagor

Now this Indenture witnesseth that in consideration of the sum of *Two hundred pounds* sterling money to the mortgagee and mortgagor paid by the Corporation as aforesaid in full for the absolute purchase of the land and hereditaments hereinafter described and the inheritance thereof in fee simple in possession free from incumbrances and compensation for all damage that may be sustained by the mortgagee and mortgagor by reason of the execution of the works of the said Railway the receipt whereof they the mortgagee and mortgagor do hereby acknowledge and of and from the same and every part thereof do acquit release and discharge the Corporation and its successors and also the said hereditaments hereinafter described for ever by these presents SHE the mortgagee at the request and by the direction of the mortgagor testified by her executing these presents doth grant release and convey AND the mortgagor doth grant bargain sell release ratify and confirm unto the Corporation its successors and assigns

All and singular the lands hereditaments and premises mentioned and described in the First Schedule hereunder written

AND all buildings rights privileges easements and appurtenances whatsoever to the said hereditaments belonging or appertaining or therewith usually held or enjoyed