

"A" AK



GOVERNMENT OF BERMU^{DA}
Ministry of Home Affairs

Registry General

THIS IS TO CERTIFY that the document hereto annexed, marked "A" and initiated by me is a true copy of an Indenture dated the twenty first day of May, one thousand nine hundred and seventy, made between **JOHN EMMANUEL AUGUSTUS**, the vendor (of the first part) and **JOHN WILLIAM DAVID SWAN** the purchaser (of the second part), and **PETER JAMES CHALMERS SMITH** the grantee (of the third Part) which said Memorandum is recorded in Book of Deeds No. 108 at Pages 240 to 246 in the Registrar General's Office, Hamilton, Bermuda, pursuant to the laws of these Islands.

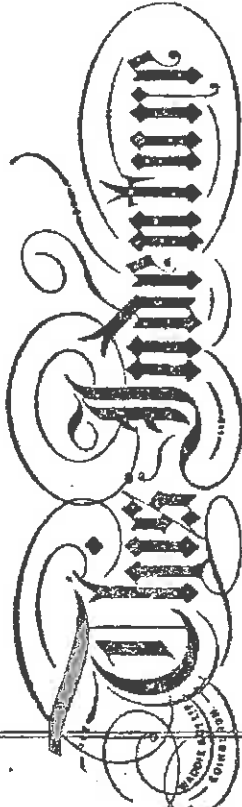


IN WITNESS WHEREOF

I have hereto set

My hand and seal of
Office at Hamilton,
Bermuda, this 8th
Day of February 2021

REGISTRAR GENERAL



made the *15th* day of *July* 19*12*

One thousand nine hundred and seventy Between JOHN EMMANUEL AUGUSTUS of Church Road, Southampton Parish, Bermuda, Mason-Contractor, (hereinafter called "the Vendor") of the first part JOHN WILLIAM DAVID SWAN of Victoria Street, Hamilton, Bermuda, Real Estate Agent, (hereinafter called "the Purchaser") of the second part and PETER JAMES CHALMERS SMITH of Parliament Street, Hamilton, Bermuda, Barrister and Attorney, (hereinafter called "the Grantee to Uses") of the third part

W H E R E A S :

A. By an Indenture dated the Fifteenth day of April One thousand nine hundred and sixty-nine and made between Russell Levi Pearman of the first part the Vendor of the second part and David Edmund Wilkinson of the third part for the consideration therein mentioned the said Russell Levi Pearman did appoint grant and release the hereditaments hereinafter described unto the Vendor and his heirs to the common uses to bar dower;

B. The Vendor has agreed with the Purchaser for the absolute sale to him of the hereditaments intended to be hereby appointed granted and released and the inheritance thereof in fee simple in possession free from incumbrances at the price of Sixty thousand Bermuda dollars;

C. The Purchaser is desirous that the said hereditaments should be limited to the uses and in manner hereinafter mentioned for which purpose the Grantee to Uses has agreed to become a party to these presents;

N O W T H I S I N D E N T U R E W I T N E S S E T H :

1. THAT in pursuance of the said agreement and in consideration of the sum of Sixty thousand Bermuda dollars on or before the execution of these presents paid by the Purchaser to the Vendor (the receipt whereof he doth hereby acknowledge) he the Vendor in exercise of the power for this purpose given to him by the hereinbefore recited Indenture and of all other powers (if any) in anywise enabling him in this behalf doth hereby appoint that the hereditaments hereinafter described shall henceforth go remain and be to the uses

hereinafter declared concerning the same;

2. THAT in further pursuance of the said agreement and for the consideration hereinbefore expressed the Vendor doth hereby grant and release unto the Purchaser and his heirs:

ALL THAT certain parcel of land situate in Sandys Parish in the Islands of Bermuda delineated and outlined in pink on the plan (being drawing No. 7084-4-2-69 prepared by Wycliffe M. S. Stovell) annexed to an Indenture dated the Fifteenth day of April One thousand nine hundred and sixty-nine and made between John Augustus Alexander Virgil of the first part Russell Levi Pearman of the second part and David Edmund Wilkinson of the third part and thereon designated "4A" "4B" "4C" "4D" "4E" "4F" "4G" "4H" and a roadway and bounded NORTH-WESTERLY partly by land of the heirs or devisees of R. A. Roberts deceased or their assigns partly by land of Hilton Zuill and partly by land of David E. Atcheson and measuring along the North-Western boundary Four hundred and ten feet NORTH-EASTERLY by land of the devisees of James Richards deceased or their assigns and there measuring One hundred and sixty-seven feet SOUTH-EASTERLY partly by land of Glenn Envoy Robinson and partly by land formerly of Eric Arthur Jones and Hedwig Elizabeth Jones and measuring along the South-Eastern boundary Three hundred and forty feet then SOUTH-WESTERLY by a roadway delineated and coloured yellow on the said plan and there measuring Fifty-nine feet then SOUTH-EASTERLY by the said roadway and there measuring Sixteen feet then SOUTH-WESTERLY by land of Elizabeth Maria Carter and there measuring Ninety-nine feet

OR HOWEVER OTHERWISE the said parcel of land may be bounded may measure or ought to be described

TOGETHER WITH all houses buildings fixtures walls fences ways rights-of-way rights lights liberties privileges easements advantages and appurtenances whatsoever to the said parcel of land belonging or in anywise appertaining or usually held or enjoyed therewith or reputed as part thereof or appurtenant thereto

AND ESPECIALLY TOGETHER WITH full free and unrestricted right and liberty of way and passage for the Purchaser his appointees heirs and assigns owners for the time being of the parcel of land hereinbefore described or any part thereof and his and their respective tenants and servants and all other persons lawfully going to or from

the said parcel of land or any part thereof with or without horses cattle and other animals carts carriages and vehicles of all descriptions

OVER AND ALONG the said roadway Sixteen feet wide delineated and coloured yellow on the said plan bounding the said lot of land as aforesaid and leading in a South-Easterly direction thence in a South-Westerly direction thence in a Southerly direction to join another roadway Sixteen feet wide also delineated and coloured yellow on the said plan AND ALSO OVER AND ALONG the lastly mentioned roadway which leads in a South-Easterly direction and thence in a general North-Easterly direction to the Public Road known as "Middle Road

AND ALL THE ESTATE right title interest claim and demand whatsoever of the Vendor in to and upon the same and every part thereof TO HAVE AND TO HOLD the hereditaments and premises hereby appointed granted and released or expressed so to be unto the Purchaser and his heirs to the uses hereinafter declared concerning the same (that is to say) TO SUCH USES as the Purchaser by any deed or deeds shall from time to time appoint AND in default of and until such appointment and so far as any such appointment shall not extend TO THE USE of the Purchaser and his assigns during his life without impeachment of waste AND after the determination of that estate by any means in his lifetime TO THE USE of the Grantee to Uses his executors and administrators during the life of the Purchaser IN TRUST for the Purchaser and his assigns AND after the determination of the estate so limited to the Grantee to Uses his executors and administrators as aforesaid TO THE USE of the Purchaser his heirs and assigns forever;

3. THAT the Vendor doth hereby for himself his heirs executors and administrators covenant with the Purchaser his appointees heirs and assigns:

(a) That notwithstanding any act deed or thing by the Vendor done or executed or knowingly suffered to the contrary he the Vendor now hath good right to appoint grant and release the hereditaments and premises hereby appointed granted and released or expressed so to be to the use of the Purchaser his appointees heirs and assigns in manner aforesaid;

(b) That the Purchaser his appointees heirs and assigns shall

and may at all times hereafter peaceably and quietly possess and enjoy the said hereditaments and premises and receive the rents and profits thereof without any lawful eviction interruption claim or demand whatsoever from or by the Vendor or any person or persons lawfully or equitably claiming from under or in trust for him;

(c) That the said hereditaments and premises are free from all incumbrances whatsoever made or suffered by the Vendor or any person or persons lawfully or equitably claiming as aforesaid;

(d) That he the Vendor and all persons having or lawfully or equitably claiming any estate or interest in the said hereditaments and premises or any part thereof from under or in trust for him the Vendor shall and will from time to time and at all times hereafter at the request and cost of the Purchaser his appointees heirs or assigns do and execute or cause to be done and executed all such acts deeds and things whatsoever for further and more perfectly assuring the said hereditaments and premises and every part thereof to the use of the Purchaser his appointees heirs and assigns in manner aforesaid as shall or may be reasonably required.

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)
by the above named John)
Emmanuel Augustus in the)
presence of:)

B. D. Douglas
B. D. Douglas

John Augustus

Signed Sealed and Delivered)
by the above named John)
William David Swan in the)
presence of:)

B. D. Douglas
B. D. Douglas



Signed Sealed and Delivered)
by the above named Peter)
James Chalmers Smith in)
the presence of:)

B. D. Douglas
B. D. Douglas

P. J. Chalmers Smith

\$60,000.00

RECEIVED on the day of the date of the above written Indenture the sum of Sixty thousand Bermuda dollars therein mentioned to be paid to me, Stamps to the value of Three hundred dollars having been previously hereto affixed for Stamp Duty.

Signed by the above named)
John Emmanuel Augustus in)
the presence of:)


John Augustus

B. D. Douglas
B. D. Douglas

MEMORANDUM

By an Indenture dated the Twenty-eighth day of December One thousand nine hundred and seventy and made between the hereinbefore named John William David Swan of the first part Leslie Earl Ming of the second part and Sir Edward Richards of the third part the hereditaments and premises comprising Lot 5 on the plan of the whole parcel of land were voluntarily appointed granted and released unto the said Leslie Earl Ming and his heirs to the common uses to bar dower therein declared.

Dated the 28th day of December, 1970.




Attorney for the Parties

MEMORANDUM

By an Indenture dated the Twenty-eighth day of December One thousand nine hundred and seventy and made between the said John William David Swan of the first part Leslie Earl Ming of the second part and Sir Edward Richards of the third part the hereditaments and premises comprising Lot 4 were voluntarily appointed granted and released unto the said Leslie Earl Ming and his heirs to the common uses to bar dower.

Dated the 28th day of December, 1970.




Attorney for the Parties

MEMORANDUM

By an Indenture dated the Twenty-fifth day of February One thousand nine hundred and seventy-one and made between the within named John William David Swan of the first part Leslie Earl Ming of the second part and Lawrence John Madeiros of the third part for the consideration therein mentioned a portion of the within described hereditaments was appointed granted and released by the said John William David Swan to common uses to bar dower in favour of the said Leslie Earl Ming. The portion so conveyed is delineated on the plan marked "A" annexed hereto and designated thereon as Lot Number One (1) and estimated to comprise 0.174 of an acre together with the appurtenances thereto belonging including certain easements-of-way.

Dated the 25th February, 1971.



Madeiros Law Offices
Barrister & Attorney

MEMORANDUM

By an Indenture dated the Twenty-fifth day of February One thousand nine hundred and seventy-one and made between the within-named John William David Swan of the first part Basil Asquith Phillips of the second part and Arnold Adolphus Francis of the third part a portion of the hereditaments within described being the lot numbered 3 (three) on the plan marked "a" hereto annexed was conveyed unto the said Basil Asquith Phillips and his heirs to uses to bar dower.

Dated the 25th day of February, 1971.



Attorney for the parties

MEMORANDUM

By an Indenture dated the Twenty-fifth day of February One thousand nine hundred and seventy-one and made between the within-named John William David Swan of the first part Elroy Eugene Ratteray of the second part and Arnold Adolphus Francis of the third part a portion of the hereditaments within described being the lot numbered 2 (two) on the plan marked "A" hereto annexed was conveyed unto the said Elroy Eugene Ratteray and his heirs to uses to bar dower.

Dated the 25th day of February, 1971.



Attorney for the parties

MEMORANDUM

By an Indenture dated the Fourth day of November One thousand nine hundred and seventy and made between the within named John William David Swan of the first part Leslie Earl Ming of the second part and Arnold Adolphus Francis of the third part for the consideration therein mentioned a portion of the parcel of land within described being the lot numbered Six (6) on the plan hereto annexed was conveyed unto the said Leslie Earl Ming his heirs and assigns to uses (to bar dower).

Dated the 5th day of November, 1970.


Attorney for the parties

MEMORANDUM

By an Indenture dated the Fourth day of November One thousand nine hundred and seventy and made between the within named John William David Swan of the first part Leslie Earl Ming of the second part and Arnold Adolphus Francis of the third part for the consideration therein mentioned a portion of the parcel of land within described being the lot numbered Seven (7) on the plan hereto annexed was conveyed unto the said Leslie Earl Ming his heirs and assigns to uses (to bar dower).

Dated the 5th day of November, 1970.


Attorney for the parties

MEMORANDUM

By an Indenture dated the Fourth day of November One thousand nine hundred and seventy and made between the within named John William David Swan of the first part Leslie Earl Ming of the second part and Arnold Adolphus Francis of the third part for the consideration therein mentioned a portion of the parcel of land within described being the lot numbered Eight (8) on the plan hereto annexed was conveyed unto the said Leslie Earl Ming his heirs and assigns to uses (to bar dower).

Dated the 5th day of November, 1970.


Attorney for the parties



BLANK SUBDIVISION

NEW OR IMPROVEMENT OF EXISTING

PLAN OF SUB-DIVISION
OF PROPERTY..

AT

WHITE HILL SANDY PARCH
BERMUDA

The Plan Referred to in the Annexed Instrument
SCALE: 40' to 1"



JEAN V. EVAN LIMITED
ARCHITECTURAL DEPT.
DATE: 10th OCT. 1973