

Property:

SANDYS PARISH

Bringing to:

SAN AUGUSTUS ALEXANDER
VIRGIN.

APPLEBY, SPURLING & KEMPE,
Barristers and Attorneys
HAMILTON & ST. GEORGE'S,
BERMUDA.

Case-Registered
Law Stationers
LONDON

1880 885 74

1882 1926

1924

1896

1-8-0
13th June 1881 Approved & registered
Paid to Chas. 1880

due on 13th June

1882
8th May

Recd one year interest due on 13th inst £. 16. 0

George H. Young

— 10 —

Samuel D. Robinson

① Mortgage
of a Piece of Land
in the Parish of St. George's
Bermuda

Bermuda.
Col. Secretary's Office
15th November 1880.

Registered in Book
of Mortgages
No. 8. Page 360.
S. C. L. S. C. L. S.
Colonial Secretary

Samuel D. Robinson: 10 June 1885. In pursuance of the power
of sale contained in the within mortgage the within
named Samuel David Robinson sold and by an
indenture dated 10 June 1885 conveyed to
Augustus Virgil the within described property.
Reginald Wise,
attorney for
Samuel David Robinson

This Indenture

made the thirteenth day of November in the year of our Lord one thousand eight hundred and eighty between George William Young of the Parish of Sandys in the Islands of Bermuda Planter of the one part and Samuel David Robinson of the Town of Hamilton in the said Islands of Bermuda Baker of the other part Whereas under and by virtue of a certain Indenture of Release bearing date the seventeenth day of October one thousand eight hundred and fifty nine and made between Edmunda Haworth Esq and Francis Eliza Esq his Wife and Thomas William Hall and Lucia Parsons Will his Wife of the one part and the said George William Young of the other part the said George William Young became the purchaser in fee simple in a valuable consideration in the said Indenture expressed and therein acknowledged to have been received of a certain parcel of land and hereditaments in the Parish of Sandys aforesaid hereinafter to be described and whereas the said George William Young has requested the said Samuel David Robinson to lend him forty pounds on a mortgage of the said premises and the said Samuel David Robinson has agreed to lend the said sum on the said security on having repayment of the same with interest at the rate hereinafter to be mentioned at the times respectively to be hereinafter set forth secured in the manner and with the powers and provisions hereinafter to be contained and by Bond and Covenant for Judgment as collateral security Now this Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of forty pounds of lawful money of

From Britain and Bermuda by the said Samuel
David Robinson to the said George William Young
lent and advanced immediately before the execution
of these presents (the receipt whereof is hereby
acknowledged) All the said George William Young
hath granted bargain sold aliened and released
and by these presents All the grant bargain sold alien
release and confirm unto the said Samuel David
Robinson his heirs and assigns All that certain
piece parcel or lot of land containing by estimation
seven acres (be the same more or less) situate and
lying in the said Parish of St. Andrew in the said Islands
of Bermuda and bounded & bounded by lands
belonging to the estate of the deceased Robert Young
deceased and of John Roberts and others & bounded by
lands of John Thomas Burrows the elder & bounded by
lands formerly of some certain persons and now
belonging to his heirs or assigns and bounded by lands
belonging to the estate of Lydia Burrows deceased &
Notwithstanding the said piece or parcel of land
may be bounded or may measure or ought to be
described together with all and singular edifices
buildings yards garden lands inclosures trees woods
underwoods ways quarries lights easements privileges
profits consuetudes advantages emblements husbandries
and appurtenances belonging to the same or therewith
now or heretofore holden or enjoyed as parcel thereof
or appurtenant thereto All the whole right title
interest inheritance use trust property jurisdiction claim
and demand at law or in equity of him the said
George William Young in do out of or upon the same
All all deeds writings and muniments of title title
relating to the said hereditaments and premises or any
part thereof in the hands possession or power of the said
George William Young to have and to hold the
said land hereditaments and premises hereby granted
and released or otherwise assured or intended as to be

1000 1190 1200 1210 1220 1230 1240 1250 1260 1270 1280 1290 1300
2.

and every part thereof with the circumstances unto
the said Samuel David Robinson his heirs and assigns
is the proper use and intent of the said Samuel David
Robinson his heirs and assigns for ever but **subject**
nevertheless to the justice or agreement for
redemption hereinafter contained. That is to say
provided always and it is hereby
agreed and decreed by and between the said
parties hereto and the true intent and meaning of
these presents is that if the said George William
Young his heirs executors or administrators do and
shall well and truly pay or cause to be paid unto
the said Samuel David Robinson his executors or
administrators or assigns the sum of forty pounds of
lawful money of Great Britain and Bermuda on or
before the thirteenth day of November one thousand
eight hundred and eighty two and also do and
shall pay interest on the said sum at the rate of
seven pounds per centum per annum half yearly
namely on the thirteenth days of May and November
in every year without any deduction or abatement whatever
then these presents and every article clause matter and
thing herein contained shall cease determine and be
void to all intents and purposes whatever anything
hereinbefore contained to the contrary notwithstanding
but in case the said George William Young his
heirs executors or administrators shall not pay or
cause to be paid unto the said Samuel David
Robinson his executors administrators or assigns
the said sum of forty pounds on the day hereinafter
named for the payment thereof or in case the
interest on the said sum shall at any time be in
arrear and unpaid for the space of three
calendar months after the same shall become
due then it shall and may be lawful for the said

Samuel David Robinson his executor, administrator
or assigns in any way thereby with or without notice to
the said George William Lewis his heirs, executor,
administrator or assigns and notwithstanding
the warranty coverage or other assurance of any person
or persons having any estate or interest in the said
premises absolutely to sell and dispose of the said
lands hereditaments and premises hereby granted
and retained or otherwise acquired or intended to be
or any part thereof with the appurtenances either
together or in parcels and either by public auction
or by private sale and subject to such conditions
as to the title and the evidences thereof and the time
and mode of payment of the purchase money and
all other matters relating to such sale or sales as
the said Samuel David Robinson his executor
administrator or assigns shall think fit and for
such price or prices as to him or them shall seem
reasonable with liberty to him or them to buy in
the said premises or any part thereof and to resell
the same with the like powers in all respects as
any future auction or sale by private contract
without being liable or answerable for any loss
which may arise or happen by reason or on
account of any such resale and for the purposes
aforesaid to enter into make and execute and to
renew all such contracts bills deeds mortgages
and assurances as he or they shall think fit
or proper and it is hereby agreed and declared
that the receipt or receipts in writing of the said
Samuel David Robinson his executor administrator
or assigns for the money to arise from any such
sale or sales as aforesaid or for any rents or other
money payable to him or them under or by virtue
of these presents shall effectually discharge the

jurors or Justices or the person or persons paying
the same from being answerable or accountable for the
misapplication or non-application of the money in
such receipts or receipts expressed or acknowledged to
have been received and from being in anywise obliged
or concerned in or to the application thereof or to
incure into the necessity or propriety of the said
sale or sales resale or resales and that all contracts
deeds and conveyances made and incurred by the
said Samuel David Robinson his executors administrators
or assigns concerning any such sale or for carrying
the same into effect shall bind the said George Willian
Sproule his heirs executors administrators and assigns
as completely and effectually as though he or they had
been parties thereto And it is further agreed that the
said Samuel David Robinson his executors administrators
and assigns shall stand and be possessed of and
interested in the money to arise from any such sale
or sales as aforesaid Or (W.D.) in the first place to
retain pay and satisfy all costs charges liabilities and
expenses whatsoever by him or them paid or incurred
or sustained in or about completing or perfecting such
sale or sales as aforesaid or in any action or suit at
law or in equity which may be or may be reasonably
supposed to be necessary or proper for carrying into
execution the trusts hereby created And in the next
place to retain or pay to the said Samuel David
Robinson his executors administrators or assigns the
principal money and interest hereby secured or intended
so to be or so much thereof respectively as shall then
remain unpaid and all costs and expenses of every
description incurred by reason of any provision herein
contained And shall pay the surplus or residue (if
any) of the said money unto the said George

William Young his executors administrators or assigns
as part of the personal estate of the said George
William Young provided that he obtained power
of sale shall and may be exercised and executed by
any person or persons in the time being entitled to
receive the principal money and interest hereby secured
and to give an effectual receipt in the same —
provided further that nothing herein contained
shall be construed to prevent the said Samuel David
Robinson his heirs executors administrators or assigns
from proceeding to foreclose the right or equity of
redemption of the said hereditaments and premises
AND the said George William Young in himself his
heirs executors and administrators both hereby COVENANT
promise and agree with and to the said Samuel
David Robinson his executors administrators and assigns
that he the said George William Young his heirs —
executors administrators or assigns shall and will
well and truly pay or cause to be paid unto the said
Samuel David Robinson his executors administrators
or assigns the said principal sum of forty pounds
and interest in manner and at the times aforesaid
according to the true intent and meaning of these
presentments together with all costs attending the execution
of the trusts hereby created AND ALSO that he the
said George William Young now hath in himself good
right full power and lawful and absolute authority
to grant release and convey the said hereditaments and
premises hereby granted and released or intended so to
be and every part thereof with his appurtenances unto
and to the use of the said Samuel David Robinson
his heirs and assigns in manner aforesaid and
according to the true intent and meaning of these
presentments AND ALSO that it shall and may be lawful

In the said Samuel David Robinson his heirs or assigns
from time to time and at all times they should think
it meet in payment of the said principal money or
interest contrary to the true intent and meaning of these
premises and of the proviso or agreement in recollection
herebefore contained peacefully and quietly to enter into
and upon have hold use occupy possess and enjoy the
said land hereditaments and premises hereby granted and
released or otherwise assured to intendee so to be with
the appurtenances and to have receive and take the rents
issues and profits thereof and of every part thereof without
any lawful let suit trouble or interruption or denial
whosoever of from or by him the said George William
Young or any other person whatsoever AND WILL free and
clear and full and clearly and absolutely acquitted
exonerated released and discharged or otherwise by the
said George William Young his heirs executors or
administrators well and sufficiently saved defended
kept harmless and indemnified of from and against
all and all manner of former and other gifts grants
bargains sales mortgages powers uses trusts wills entails
recognizances judgments executions debts of every kind
costs bills troubles charges and incumbrances whatsoever
AND WHEREAS that he the said George William Young
and his heirs and all and every other person and persons
whosoever lawfully or equitably claiming or to claim any
estate right title trust charge or interest of in to out of
or upon the said hereditaments and premises hereby granted
and released or intended so to be or any part thereof
shall and will from time to time and at all times hereafter
during the continuance of the said sum of forty pounds
on his security upon every reasonable request of the said
Samuel David Robinson his heirs executors administrators
or assigns but at the cost and charges in all things of
the said George William Young his heirs executors

The administrators make no such contract or lease or
purchase or be made done and executed in such fashion
and other lawful and reasonable and legal things
conveyances and assurances in the law whatsoever for
the further better more perfectly and absolutely granting
conveying and assuring the said land hereditaments and
premises hereby granted and retained or otherwise acquired
or intended so to be and every part of the same with the
appurtenances unto and to the use of the said Samuel
David Robinson his heirs and assigns subject to the said
proviso heretofore contained in in the equity of redemption
of the said premises according to the true intent and
meaning of these presents as by the said Samuel David
Robinson his heirs successors administrators or assigns shall
be reasonably required **All witness whereof**
the parties to these presents have here set their hands
and seals the day and year first above written

George W. Young

Samuel Robinson

Signed sealed and delivered by the within
named George William Young in the presence of us

John Stowe
E. C. Jackson

Signed sealed and delivered by the within
named Samuel David Robinson in the presence of us

John Stowe
E. C. Jackson

Received from the within named Samuel David Robinson
the sum of forty pounds being the consideration money within
mentioned to be lent to me

Dated this 13th day of November A.D. 1850

Witness:-

John Stowe
E. C. Jackson

George W. Young