

Mortgage: Augustus  
Virgil and his Wife  
to Henry Robert  
Hurst  
1st September 1887

Nov 30 2020

Dated 1<sup>st</sup> September 1887.

Augustus Virgil  
and his wife

Henry Robert Hurst

Mortgage  
of House and Land  
in Sandys Parish

③  
Borrowed  
Colonial Mortgage Office

1<sup>st</sup> September 1887

Registered in Books of Mortgage

No 11 page 1102

Augustus Virgil  
Colonial Secretary

I the within named Henry Robert Hunt  
in consideration of fifty three pounds and ten  
shillings this day paid to me by the within  
named Augustus Virgil do hereby release and  
discharge the said ~~Thomas~~ Augustus Virgil from  
the within Mortgage Debt and all interest for  
the same and I do also hereby grant release  
and conveyance unto the said Augustus Virgil  
his heirs and assigns All and singular the  
hereditaments and premises comprised in  
the within written Mortgage and thereby  
expressed to be granted and released to hold  
the same unto and to the use of the said  
Augustus Virgil his heirs and assigns forever  
discharged from the within Mortgage Debt of  
fifty pounds and all claims in respect thereof  
In witness whereof I have hereunto set my  
hand and seal this fourteenth day of July in  
the year of our Lord one thousand eight hundred and twenty one

H. R. Hunt

Signed sealed and delivered by the  
within named Henry Robert Hunt our word  
having been cancelled on the paper hereon in  
the presence of:

H. Hunt

This Indenture made the first day of  
September in the year of our Lord one thousand  
eight hundred and eighty seven between  
Augustus Virgil of Sandys Parish in the  
Islands of Bermuda Planter and Elisabeth  
Virgil his wife of the one part and Henry  
Robert Hunt of the Town of Hamilton in  
the said Islands Merchant of the other parts  
Whereas the said Henry Robert Hunt has  
agreed to lend to the said Augustus Virgil  
the sum of Fifty pounds on having repayment  
thereof with interest secured to him the said  
Henry Robert Hunt in the manner herein after  
expressed and by the Bond and Warrant for  
judgment of the said Augustus Virgil  
Now this indenture Witnesseth that in  
pursuance of the said agreement and in  
consideration of Fifty pounds this day paid  
by the said Henry Robert Hunt to the said  
Augustus Virgil the receipt whereof the said  
Augustus Virgil doth hereby acknowledge  
he the said Augustus Virgil doth hereby for  
himself his heirs executors and administrators  
Covenant with the said Henry Robert Hunt  
his executors and administrators that he  
said Augustus Virgil his heirs executors and  
administrators will pay to the said Henry  
Robert Hunt his executors administrators or  
assignes the sum of Fifty pounds on the sixth  
day of September one thousand eight hundred  
and eighty nine and interest thereon in the  
mean time and until payment at the rate  
of Seven per Centum per annum <sup>by</sup> yearly  
payments on the sixth day of September in  
every year without any deduction And this  
indenture also witnesseth that for the

consideration aforesaid he the said Augustus  
Virgil doth hereby grant release and confirm  
and she the said Elizabeth Virgil with the  
consent of the said Augustus Virgil and  
for the purpose of releasing her right of dower  
doth hereby release unto the said Henry Robert  
Hunt his heirs and assigns All that certain  
Parcel of Land situate in Sandys Parish in the  
Islands of Bermuda containing by estimation  
seven Acres be the same more or less bounded  
Northerly by lands belonging to the Estate of  
the Reverend Robert Hunt deceased and by  
lands formerly in the occupation or possession  
of Joseph Roberts and others -  
Westerly by lands of the heirs or devisees of John  
Seymour Burrows the elder deceased -  
Southerly by lands formerly of Anne Peckham  
Outcubridge deceased and now of her heirs  
or devisees and Easterly by lands of Robert  
Hayes and Mauschel Smith Hunts or  
however otherwise the said Parcel of Land  
may be bounded or ought to be described -  
together with the House or Cottage thereon  
erected and all houses buildings fixtures  
ways paths timber and other trees lights  
enclosures privileges advantages and  
appurtenances to the said hereditaments  
and premises or any part thereof belonging or  
appertaining or therewith held or enjoyed  
or reputed as part thereof or appurtenant thereto  
And all the estate right title and interest of  
the said Augustus Virgil and Elizabeth Virgil  
in to out of or upon the said Parcel of Land  
and hereditaments or any part thereof And  
all deeds and evidences of title in the  
possession or power of the said Augustus  
Virgil relating to the same premises to

have and to hold the said hereditaments  
and premises here by granted and soloused or  
intended so to be unto and to the use of the said  
Henry Robert Hunt his heirs and assigns for ever  
provided always that if the said Augustus  
Virgil his heirs executors administrators or  
assigns shall pay unto the said Henry  
Robert Hunt his executors administrators or  
assigns the sum of Fifty pounds on the sixth  
day of September one thousand eight hundred  
and eighty nine and interest thereon in the  
mean time and until payment at the rate  
of seven per centum per annum on the  
sixth day of September in every year without  
any deduction then the said Henry Robert  
Hunt his heirs or assigns will at any time  
thereafter upon the request and at the cost of  
the said Augustus Virgil his heirs executors  
administrators or assigns recover the said  
hereditaments and premises unto the said  
Augustus Virgil his heirs and assigns or  
as he or they shall direct And the said  
Augustus Virgil doth hereby for himself  
his heirs executors and administrators  
Covenant with the said Henry Robert Hunt  
his executors and administrators that if  
the said sum of Fifty pounds or any part  
thereof shall remain unpaid after the  
said sixth day of September one thousand  
eight hundred and eighty nine he the  
said Augustus Virgil his heirs executors  
or administrators will as long as the same  
shall remain unpaid pay to the said Henry  
Robert Hunt his executors administrators  
or assigns interest for the said sum of  
fifty pounds or for so much thereof as shall  
for the time being remain unpaid at the

rate of seven pounds per centum per annum  
yearly on the sixth day of September in every  
year without any deduction And it is  
hereby declared that the said Henry Robert  
Hunt his executors administrators or assigns  
may at any time or times after the sixth day  
of September one thousand eight hundred  
and eighty nine or whenever any interest  
hereby secured shall be in arrears and  
unpaid in whole or in part for three  
calendar months after it shall become due  
without any further consent on the part of  
the said Augustus Virgil his heirs or assigns  
or his said wife sell the said hereditaments  
and premises hereby granted and released  
or intended so to be or any part thereof by  
Public Auction or private contract subject  
to such conditions as to the titles and the  
evidences thereof and all other matters  
relating to such sales and for such prices  
or prices and on such terms and conditions  
as to payment and may execute and do  
all such assurances and things for  
effectuating any such sales as the said  
Henry Robert Hunt his executors  
administrators or assigns shall think fit  
And that upon a sale by any person or  
persons who may not be seized of the  
legal estate the person in whom the  
legal estate shall be vested shall  
execute and do all such assurances and  
things for carrying the sale into effect as  
the person or persons by whom the sale  
shall be made shall direct provided  
nevertheless that upon any sale purporting  
to be made in pursuance of the aforesaid

power - no purchaser shall be bound to inquire whether any money remains upon the security of these presents nor as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity whatsoever in any such sale the same shall as regards the purchaser or purchasers be deemed to be within the aforesaid power and be valid accordingly And it is hereby declared that the receipt of the said Henry Robert Hunt his executors administrators or assigns for the purchase money of the hereditaments and premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application thereof and that the said Henry Robert Hunt his executors administrators and assigns shall out of the money arising from any sale in pursuance of the aforesaid power in the first place pay the expenses incurred on such sale or otherwise in relation to the premises or in consequence of any default made in payment of any principal money or interest hereby secured And in the next place apply such money in or towards satisfaction of the moneys for the time being owing on the security of these presents and then pay the surplus (if any) of the money arising from such sale to the said Augustus Virgil his heirs and assigns And that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give a discharge

for the money then owing on the security of  
these presents provided always that the  
said Henry Robert Hunt his executors or  
administrators or assigns shall not be  
answerable for any involuntary losses  
which may happen in the exercise of  
the aforesaid powers and tenets or any of  
them. And the said Augustus Virgil  
doth hereby for himself his heirs executors  
and administrators Covenant with the said  
Henry Robert Hunt his heirs and assigns  
that they the said Augustus Virgil and  
Elizabeth Virgil his wife now have full  
power and lawful right to grant and  
release all the hereditaments and premises  
hereby granted and released unto and to the  
use of the said Henry Robert Hunt his  
heirs and assigns in manner aforesaid  
and free from incumbrances And that  
all the said hereditaments and premises  
may be quietly entered into and held  
and enjoyed by the said Henry Robert  
Hunt his heirs and assigns without any  
interruption by any person And that  
the said Augustus Virgil and every person  
claiming any estate or interest in the  
said hereditaments and premises will  
at all times at their cost until sale or  
foreclosure of the said Augustus Virgil  
his heirs executors or administrators and  
afterwards if the person or persons requiring  
the same execute and do all such  
assurances and things for further or  
more perfectly assuring all or any  
of the said hereditaments and premises  
to the use of the said Henry Robert Hunt



his heirs and assigns in manner aforesaid  
as by him or them shall be reasonably  
required In witness whereof the Parties to  
these presents have hereunto set their hands  
and seals this day and year first above  
written:

A. Virgil

Elizabeth Virgil

Signed sealed and delivered by the  
within named Augustus Virgil and  
Elizabeth Virgil his wife, (one word having  
been interlined over the thirty first line of the  
first page of the foregoing deed.

George Dean Year  
W. Hunt

Received on the day of the date of the  
within written Indentures from the  
within named Henry Robert Hunt the  
sum of Fifty Pounds the Consideration  
within mentioned to be paid to me.

George Dean Year  
W. Hunt  
Witnesses

A. Virgil



BY HIS HONOR, *Josiah Rees*  
Chief Justice of the  
Islands of Bermuda.

*Josiah Rees,*  
Chief Justice.

To *Marischal Smith*  
Hunt of the Town of Hamilton  
in the said Islands aquire  
Barrister at Law Resident

I the said Chief Justice do hereby appoint you the said  
*Marischal Smith Hunt* a Commissioner to take or receive the  
private confession or acknowledgment of *Elizabeth Virgil*  
the wife of *Augustus Virgil* and intended  
to be with him a party to the annexed instrument or deed, and if the said  
*Elizabeth Virgil* shall before you privately and separately  
and apart from her husband acknowledge that she executed the same  
freely and voluntarily and without fear threat or compulsion of her  
husband you shall certify the same under your hand and seal and such  
certificate shall be endorsed on or annexed to such deed.

Given under my hand and seal this *second*  
day of *September* one thousand  
eight hundred and eighty *seven*.



*M. Hunt*  
Commissioner

BY *Marischal Smith*  
*Hunt* the Commissioner  
named in the above written Commission  
of His Honor the Chief Justice of  
Bermuda.

I the said Commissioner do hereby certify that on the day of the  
date hereof *Elizabeth Virgil* the wife of  
*Augustus Virgil* and with him a party to the annexed  
deed did before me privately and separately and apart from her husband  
acknowledge that she had executed the said deed freely and voluntarily and  
without fear threat or compulsion of her husband.

In witness whereof I have hereto set my hand and  
seal this *sixth* day of *September*  
one thousand eight hundred and eighty *seven*

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