

Dated 25th July 1896

Signature Virgil

and wife

to

David Birmingham

Mortgage

of a Cottage and Parcel of
Land in Sandridge Parish

Barnum

Chancery Office

30th July, 1896.

Registered

in Book of Mortgages No. 13.
pp. 151, 152

(14)

Charles Thomas

Chancery Office

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and wife
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This Indenture made the twenty fifth day of July in the year of our Lord One thousand eight hundred and ninety six between Augustus Virgil of Sandy Parish in the Islands of Bermuda planter and Elizabeth Virgil his wife of the one part and Daniel Birmingham of Paget Parish in the said Islands merchant of the other part Whereas the said Daniel Birmingham has agreed to lend to the said Augustus Virgil the sum of One Hundred pounds on having the repayment thereof with interest secured to him by the Bond and Warrant for the said Augustus Virgil bearing date hereunto and in manner herein after appearing Now this Indenture witnesseth that in consideration of One Hundred pounds this day paid by the said Daniel Birmingham to the said Augustus Virgil the receipt whereof he doth hereby acknowledge the said Augustus Virgil doth hereby for himself his heirs executors and administrators covenant with the said Daniel Birmingham his executors and administrators that he the said Augustus Virgil his heirs executors or administrators will pay to the said Daniel Birmingham his executors administrators or assigns the sum of One Hundred pounds on the twenty fifth day of July One thousand eight hundred and ninety nine and interest thereon in the meantime and until payment at the rate of seven per centum per annum by equal yearly payments on the twenty fifth day of July in every year without any deduction And this Indenture also witnesseth that for the consideration expressed by the said Augustus Virgil doth hereby grant release and confirm and the said Elizabeth Virgil with his concurrence and in order to release her right of dower doth hereby release unto the said Daniel Birmingham his heirs and assigns All that certain parcel of land situate in Sandy Parish in the

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Islands of Bermuda containing or estimated to contain seven acres the same more or less and bounded Northwaly by land formerly of Joseph Roberts deceased now of his heirs or devisees and by land of Anne Seymour Barrow the wife of John Tomle Barrow Easterly by land of Marschal Smith Hunt Southwaly by land of Marschal Smith Hunt and by land of Anne Ireland the wife of Henry Carey Ireland and Westerly by land now or late of Harshels Spinons and by land of Elizabeth Ford Bean the wife of George Bean or howsoever otherwise the said Parcel of Land may be bounded or ought to be described together with the Dwelling House or Cottage thereon erected and all houses out houses buildings fixtures fences lights ornaments ways drains and appurtenances whatsover to the said hereditaments appertaining or with the same held or enjoyed or reputed as part thereof or appurtenant thereto and all the Estate right title interest and claim whatsover of the said Augustus Virgil and Elizabeth Virgil in or out of or upon the same premises to have and to hold the hereditaments and premises hereby granted and released or expressed so to be unto the said Daniel Trimmingham his heirs and assigns to the use of the said Daniel Trimmingham his heirs and assigns forever Provided always that if the said Augustus Virgil his heirs executors administrators or assigns shall pay unto the said Daniel Trimmingham his executors administrators or assigns the sum of One Hundred pounds on the twenty fifth day of July One thousand eight hundred and ninety nine and interest thereon in the meantime and until payment at the rate of seven per centum per annum yearly

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on the twenty fifth day of July in every year
without any deduction then the said Daniel
Trimingham 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 by 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 Daniel Trimingham his executors
and administrators that if the said sum of
One Hundred pounds or any part thereof shall
remain unpaid after the said twenty fifth day
of July One thousand eight hundred and ninety
nine by the said Augustus Virgil his heirs executors
or administrators will as long as the same shall
remain unpaid pay to the said Daniel Trimingham
his executors administrators or assigns interest
for the said sum of One Hundred pounds or for
so much thereof as shall for the time being
remain unpaid at the rate of Seven per centum
per annum yearly on the twenty fifth day of
July in every year and it is hereby agreed and
declared that it shall be lawful for the said
Daniel Trimingham his executors administrators
or assigns at any time or times after the twenty
fifth day of July One thousand eight hundred
and ninety nine or whenever any payment of
interest 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 any person to sell the hereditaments
and premises hereby granted and retained or

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Norma Wade Miller
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expressed as to be or any part or parts thereof
by public auction or private contract with
power upon any such sale to make any
stipulations as to title or evidence of title or
otherwise which the said Daniel Spinningham
his executor or administrators or assigns shall
deem proper and also with power to buy in or
rescind or vary any contract for sale and to
resell without being responsible for any loss
occasioned thereby and for the purposes
aforesaid or any of them to execute and do
all such assurances and things as he or they
shall think fit and it is hereby agreed that
upon a sale under the power of sale hereinbefore
contained by any person or persons who may
not be seized of the legal estate in the premises
sold the person or persons in whom the legal
estate shall be vested shall execute and do
such deeds, 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 the said Daniel
Spinningham his executor or administrators
or assigns shall not execute the power of sale
hereinbefore contained until he or they shall
have given to the said Augustus Virgel his
heirs executor or administrators or assigns or
left on the said premises a notice in writing
to pay off the moneys for the time being owing
on the security of these presents and default
shall have been made in such payment
for three calendar months after giving or leaving
such notice or until the whole or part of some
yearly payment of interest shall have become
in arrear for three calendar months Provided

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also that upon any sale purporting to be made
in pursuance of the aforesaid power the purchaser
or purchasers shall not be bound to inquire
whether any such default has been made or
whether any such notice has been given or left
as aforesaid or whether any interest is in arrears
as hereinbefore mentioned or whether any money
remains upon the security of these premises or
otherwise as to the propriety or regularity of
such sale and notwithstanding any irregularity
or irregularity whatsoever in any such sale
the same shall as far as regards the safety
and protection of the purchaser or purchasers
be deemed to be within the aforesaid power and
be valid accordingly and it is hereby agreed
and declared that upon any such sale as aforesaid
the receipt of the said Daniel Truitt in 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 Daniel Truitt in his executors
administrators and assigns shall by and
out of the money arising from any sale in
pursuance of the aforesaid power in the first
place pay the costs and expenses attending
such sale and all other costs charges and
expenses incurred by him or them by reason
of the non payment of any principal money
or interest hereby secured or otherwise in
relation to the premises and in the next place
apply such money in or towards satisfaction

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Anna Culler
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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 or 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 Daniel Spinningham his executors administrators or assigns shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid power and trusts or any of them and the said Augustus Virgil doth hereby for himself his heirs executors and administrators covenant with the said Daniel Spinningham his heirs and assigns that the the said Augustus Virgil now has full power and lawful right to grant and release unto the said Elizabeth Virgil to release all the said hereditaments and premises unto and to the use of the said Daniel Spinningham 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 Daniel Spinningham his heirs and assigns without any interruption by any person and that he the said Augustus Virgil and every person claiming any estate or interest in the said hereditaments and premises will at all times at the cost and at the sale or foreclosure of the said Augustus Virgil his heirs executors or administrators and afterwards of the person or persons requiring

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J. Success
Thomas
November 30, 2020

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 Daniel
Trimingham 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 the day and year first above written.

Augustus J. Virgil

Elizabeth Virgil



Signed sealed and delivered by the within
named Augustus Virgil in the presence of
and Elizabeth Virgil in the presence of
M. Hunt

James Virgil

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Wm. Hunt
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Received on the day of the date of the within
written indenture from the within named
Daniel Trimingham the sum of One Hundred
pounds within mentioned to be paid to me.

M. Hunt
James Virgil
Witnesses

Augustus Virgil

Dated 25th July 1896

Augustus Virgil
and wife

David Birmingham

Mortgage
of a Cottage and Parcel of
Land in Scaurds Parish

Bammas

Colonial Secretary's Office

30th July, 1896.

Registered

in Book of Mortgages No. 13.
pp. 151, 152.

(H)

Archibald Angus

Colonial Secretary



This indenture made the twenty fifth day of
July in the year of our lord King Charles the first hundred
and ninety six between Augustus Knight Knight of Shropshire
in the shire of Warwick knight and Elizabeth Knight
the wife of the said knight and Daniel Remington of
Birmingham the said Daniel Remington by the other
part Whereas the said Daniel Remington has agreed
to give to the said Augustus Knight the sum of One
hundred pounds to be having payment thereof with
interest to be paid to him by the said Augustus Knight
for the payment of the said Augustus Knight bearing an
date hereunto and in manner therein after appearing
Now that in due witness whereof the said Augustus
of One Hundred pounds this day paid by the said
Daniel Remington unto the said Augustus Knight the
receipt whereof he doth hereby receive to go to the said
Augustus Knight doth hereby for himself his heirs executors
and assigns to the said Daniel Remington the said Daniel
Remington his heirs executors and assigns that
he the said Augustus Knight his heirs executors
or assigns shall not pay to the said Daniel
Remington his heirs executors or assigns
the sum of One Hundred pounds nor any part thereof on the
twenty fifth day of July One thousand six hundred
and ninety six and forever thereafter at the rate of
one penny for every pound of the said One hundred
pounds by equal yearly payments on the twenty fifth
day of July next ensuing without any deduction And this
indenture also witnesseth that for the consideration
aforesaid the said Augustus Knight doth hereby grant
release and confirm and the said Elizabeth Knight with
her concurrence and in order to release her right of
dower doth hereby release unto the said Daniel
Remington his heirs and assigns All that is her
part of land situate in Shropshire Parish in the

letters of the same containing or relating to
 the same shall be the same as if they were
 made at the time of the said first of July 1714
 and now of his heirs and assigns and by the said
 James Esquire Barrow and the wife of the said
 Barrow's Exors and assigns and the wife of the said
 Chubbarty by land of the said Elizabeth Southwell
 and assigns her heirs and assigns and the wife of Henry Carey
 and assigns and the wife of the said John of the said
 Thomas and by land of the said George Foke. Done
 the wife of George Foke or however otherwise the
 said Janet of Land may be bound or ought to
 be therein she do together with the Dowry House or
 College House and all other houses and houses
 and lands and other goods and chattels and
 advowsons and appurtenances whatsoever to
 the said hereditaments appertaining with
 the same held or enjoyed or reputed to part thereof
 or appurtenant thereto and all the what right
 title interest and claim whatsoever of the said
 Augustus Knight and Elizabeth Knight or part of
 or upon the same premises to have used to hold
 the hereditaments and premises hereby granted
 and released or expressed to be made to the said
 Daniel Dringham his heirs and assigns to the
 use of the said Daniel Dringham his heirs and
 assigns forever Provided always that if the said
 Augustus Knight shall be executor or administrator
 or assigns shall pay unto the said Daniel
 Dringham or his executor or administrator on the
 assigned the sum of One Hundred pounds on the
 twenty fifth day of July One thousand eight
 hundred and ninety nine and interest thereon
 in the most convenient and quiet payment at the
 rate of Seven per Centum per annum yearly

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on the twenty fifth day of July in every year
without any deduction then the said Daniel
Hemmingham his heirs or assigns will at any time
at the request and at the cost of the
said Augustus Virgel his heirs executors administrators
or assigns recover the said head farm rent and
premiums due the said Augustus Virgel his heirs
assigns or assigns or any part thereof and the
said Augustus Virgel his heirs or assigns and the
heirs of either of them or administrators consent
with the said Daniel Hemmingham his heirs
and administrators that of the said sum of
One Hundred pounds so in part thereof shall
remain unpaid after the said twenty fifth day
of July One thousand eight hundred and seventy
nine be the said Augustus Virgel his heirs executors
or administrators will as long as the same shall
remain unpaid pay to the said Daniel Hemmingham
his executors administrators or assigns interest
for the said sum of One hundred pounds or for
so much thereof as shall for the time being
remain unpaid at the rate of seven per Centum
per annum yearly on the twenty fifth day of
July in every year and it is hereby agreed and
declared that it shall be lawful for the said
Daniel Hemmingham his executors administrators
or assigns at any time or times after the twenty
fifth day of July One thousand eight hundred
and ninety nine or whenever any payment of
interest 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 any person to sell the hereditaments
and premises hereby granted and released or

expressed to be in any part or parts thereof
by public auction or from a contract with
power upon any such sale to use in any
disputations as to title or evidence of title or
otherwise which the said David Birmingham
trustee or administrator or assigns shall
deem proper and also with power to buy or
sell or vary any contract for sale and to
rescind without being responsible for any loss
or expense thereby and for the purpose
aforesaid or any of them to execute and do
all such assurances and things as he or they
shall think fit and it is hereby agreed that
upon a sale under the power of sale hereinbefore
contained by any person or persons who may
not be seized of the legal estate in the premises
said the persons or persons in whom the legal
estate shall be vested shall execute and do
such deeds assurances and things for carrying
the sale into effect as the person or persons by
whom the sale shall be made shall direct
Provided notwithstanding that the said David
Birmingham trustee or administrator
or assigns shall not execute the power of sale
hereinbefore contained until he or they shall
have given to the said Augustus Vogel his
heir executor or administrator or assigns or
to them the said premises a notice in writing
to pay off the moneys for the time being owing
on the security of these premises and default
shall have been made in such payment
for three calendar months after giving or leaving
such notice or until the whole or part of some
yearly payment of interest shall have become
in arrear for three calendar months Provided

also that upon any sale purporting to be made
in pursuance of the aforesaid power, the purchaser
or purchasers shall not be bound to inquire
whether any such defect has been made or
whether any such defect has been given or left
as aforesaid or whether any such defect is or was
as herein before mentioned or whether any money
has been spent for the security of these premises,
either in respect to the property or regularity of
such sale and in truth standard and propriety
or irregularity, whatsoever, in any such sale,
the same shall as far as regards the safety
and protection of the purchaser or purchasers
be deemed to be within the scope as a power as
he is, accordingly and it is hereby agreed
and declared that upon any such sale as aforesaid
the receipt of the said Daniel Birmingham his
executors administrators 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
thence to the application thereof and that the
said Daniel Birmingham his executors
administrators assigns shall by and
out of the money arising from any sale in
pursuance of the aforesaid power in the first
place pay the costs and expenses attending
such sale and all other costs charges and
expenses incurred by him or them by reason
of the non payment of any principal money
or interest hereby secured or otherwise in
relation to the premises 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 balance
if any of the money arising from such sale to
the said bequeathes his heirs or 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 in the same manner
that the said Daniel Springham his executor
Administrator or assigns shall not be answerable
for any incidental charges which may happen
in the exercise of the aforesaid power and trusts
in any of them and the said bequeathes his heirs
or assigns shall not be answerable for any
and Administrator's Court with the said
Daniel Springham his heirs and assigns
that he the said Augustus Virgil should have
full power and lawful right to grant and
releas and the said Elizabeth Virgil to releas
all the said hereditaments and premises unto
and to the use of the said Daniel Springham
his heirs and assigns in manner aforesaid
and free from incumbrances and that all
the said hereditaments and premises may
legally be held in law and held and enjoyed by
the said Daniel Springham his heirs and
assigns without any interruption by any
person and that he the said Augustus Virgil
and every person claiming any Estate or
interest in the said hereditament and
premises will at all times at the cost until
sale or foreclosure of the said Augustus Virgil
his heirs executors or administrators and
afterwards of the person or persons requiring

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