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Mortgage Augustus
Virgil and wife to
Carrie Lloyd Griset
30 August 1924
6 pages

Dated 29th August 1924.

AUGUSTUS VIRGIL

and wife

to

CARRIE LLOYD GRISET.

MORTGAGE

of a parcel of land and dwell-
inghouse in Sandys Parish,
Bermuda.

(5)

Registered

Mortgage 21. 60.

30th August 1924.

S. J. ...

A&S.

bo.

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(5)

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Mortgages 21. . 60.

30th August 1924.

Donald H. Gray

A&S.

now
drawing
by
submit

THIS INDENTURE made the *twenty eighth day of August* One thousand nine hundred and twenty four BETWEEN AUGUSTUS VIRGIL of Sandys Parish in the Islands of Bermuda Planter and ELIZABETH VIRGIL his wife of the one part and CARRIE LLOYD GRISET of 936 WOODY CREST AVENUE of New York City in the United States of America of the other part WHEREAS the said Carrie Lloyd Griset has agreed to lend to the said Augustus Virgil the sum of Two hundred pounds on having repayment thereof with interest secured to her in the manner hereinafter 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 the sum of Two hundred pounds paid on or before the execution of these presents by the said Carrie Lloyd Griset to the said Augustus Virgil (the receipt whereof he doth hereby acknowledge) he the said Augustus Virgil doth hereby grant and release and the said Elizabeth Virgil with the concurrence of the said Augustus Virgil and for the purpose of releasing her right or possibility of dower therein doth hereby release unto the said Carrie Lloyd Griset and her heirs ALL THAT certain parcel of land situated in Sandys Parish in the Islands of Bermuda containing or estimated to contain seven acres be the same more or less bounded Northerly by land of the heirs or devisees of Joseph Roberts deceased or their assigns and by land of the heirs or devisees of Annie Seymour Burrows or their assigns Easterly by land of the heirs or devisees of Marischal Smith Hunt or their assigns Southerly by land of the heirs or devisees of the said Marischal Smith Hunt or their assigns and by land now or late of Louisa Freeland the wife of Henry Carey Freeland and Westerly by land now or late of Zaccheus Simons and by land now or late of Elizabeth Todd Bean the wife of George Bean OR HOWEVER OTHERWISE the said parcel of land may be bounded or ought to be described TOGETHER WITH the dwellinghouse thereon erected and all other houses buildings fixtures fences ways rights of way rights easements advantages and appurtenances whatsoever to the said parcel of land appertaining or with the same or any part thereof held or enjoyed



In some insurance office approved by the said Carrie Lloyd Griset her executors administrators or assigns in the sum of Two hundred pounds and will duly pay all premiums and sums of money payable for that purpose and will deliver to the said Carrie Lloyd Griset her executors administrators or assigns the Policy of Insurance and the receipts for the premiums AND if the said Augustus Virgil his heirs ~~executors administrators or assigns shall neglect or refuse~~ to keep the said dwellinghouse so insured as aforesaid or to deliver such receipts as aforesaid then and in every such case it shall be lawful for the said Carrie Lloyd Griset her executors administrators or assigns to insure the said dwellinghouse to the amount aforesaid or to any less amount and all sums of money expended by her or them in or about such insurance as aforesaid with interest thereon at the rate of seven pounds per cent per annum computed from the time of advancing the same shall be repaid to her or them on demand and in the meantime shall be a charge on the said hereditaments and premises AND it is hereby agreed and declared that all sums of money received under or by virtue of any such insurance as aforesaid shall at the option of the said Carrie Lloyd Griset her executors administrators or assigns be applied either in or towards substantially rebuilding and repairing the said dwellinghouse or in or towards repayment of the moneys for the time being owing on this security AND the said Augustus Virgil doth hereby for himself his heirs executors and administrators covenant with the said Carrie Lloyd Griset her heirs and assigns that he the said Augustus Virgil now has good right to grant and release and the said Elizabeth Virgil to release the said hereditaments and premises unto and to the use of the said Carrie Lloyd Griset her heirs and assigns in manner aforesaid free from incumbrances AND THAT if default shall be made in payment of the said sum of Two hundred pounds on the *twenty eighth* day of *August* next or if any payment of interest shall at any time be in arrear in whole or in part for one calendar month the said Carrie Lloyd

Griset may at any time thereafter enter into and upon the said premises and may thenceforth quietly possess and enjoy the same and receive the rents and profits thereof 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 the cost until sale or foreclosure of the said Augustus Virgil his heirs executors and administrators and afterwards of the person or persons requiring the same do and execute or cause to be done and executed all such assurances and things for further and better assuring all or any of the said premises unto and to the use of the said Carrie Lloyd Griset her heirs and assigns in manner aforesaid as shall be reasonably required AND it is hereby agreed and declared that the said Carrie Lloyd Griset her executors administrators or assigns may at any time after the *twenty eighth* day of *August* next or whenever any payment of interest shall be in arrear in whole or in part for one calendar month without any further consent on the part of the said Augustus Virgil his heirs or assigns sell the said parcel of land hereditaments and premises or any part thereof either together or in lots and either by public auction or private contract and either with or without special conditions or stipulations as to title or otherwise with power to buy in at sales by auction to rescind contracts for sale and to resell without being answerable for any loss or diminution in price and with power also to execute assurances give effectual receipts for the purchase money and do all other acts and things for completing the sale which the said Carrie Lloyd Griset her executors administrators or assigns shall think proper AND IT IS HEREBY AGREED AND DECLARED that the said Carrie Lloyd Griset her executors administrators or assigns shall out of the moneys arising from any such sale in the first place pay and retain the costs and expenses attending such sale or otherwise incurred in relation to this security and shall in the next place apply the said sale moneys insatisfaction of the moneys which shall

then be owing on the security of these presents and shall pay the surplus (if any) to the said Augustus Virgil his executors administrators or assigns PROVIDED THAT upon a sale purporting to be made in pursuance of the aforesaid power no purchaser shall be bound to inquire whether any money remains on the security of these presents nor as to the propriety or regularity of such sale and notwithstanding any impropriety or irregularity in any such sale the same shall as regards the purchasers or purchaser be deemed to be within the aforesaid power and be valid accordingly AND IT IS HEREBY AGREED AND DECLARED that the power of sale hereinbefore contained 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 AND THAT upon a sale by any person or persons who may not be seised of the legal estate in the hereditaments and premises sold the person or persons 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 is made shall direct IN WITNESS WHEREOF the parties to these presents have hereto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED)
by the above named Augustus)
Virgil in the presence of)

Ab. Smith.
Z. W. Jell.

A. Virgil

SIGNED SEALED AND DELIVERED)
by the above named Elizabeth)
Virgil in the presence of)

two witnesses sign here

Dora Simons
John S. Simons

Elizabeth Virgil
Mrs Virgil sign here

RECEIVED on the day of the date of the above written Indenture from the above named Carrie Lloyd Griset the sum of Two hundred pounds above mentioned to be paid to me.

Ab. Smith.
Z. W. Jell.
WITNESSES.

A. Virgil