

7/11/10-89

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Recorded 6 day of February
A.D. 1950 at 3 o'clock p.m.
Vol. 131

Registrar of Deeds

THIS INDENTURE made at St. John's in the Province of Newfoundland in the Dominion of Canada this 20th, day of October Anno Domini One thousand nine hundred and fifty five BETWEEN Howard L. Morry of Ferryland in the Electoral District of Ferryland in the Province of Newfoundland aforesaid Retired Manager (hereinafter called the Mortgagor) of the one part AND Douglas Shute of St. John's aforesaid Accountant (hereinafter called the Mortgagee) of the other part WHEREAS by an Indenture of Lease (hereinafter referred to as the Lease) dated the Fifth day of August Anno Domini One thousand nine hundred and one and made between Mary M. Casey as Executrix of the Will of John Casey deceased as Lessor of the one part and Levi Button as Lessee of the other part ALL THAT piece or parcel of land described in the Lease as "situate on the West side of Springdale Street in St. John's aforesaid bounded East by the said Street whereby it measures Thirty eight feet, North by land of the Lessor leased to Eli Whiteway, whereby it measures Sixty nine feet more or less, West by a fence whereby it measures Thirty eight feet, and South by land of the Lessor at present unoccupied whereby it measures Seventy one feet more or less" was demised to the Lessee for the term of ninety nine years from the Thirty first day of October Anno Domini One thousand eight hundred and ninety four at the yearly rental of Thirty eight dollars (\$38.00) and subject to the covenants conditions and stipulations therein contained and binding on the Lessee his executors administrators and assigns AND WHEREAS by divers meane assignments and acts in the law and ultimately by an Indenture dated the 17th day of October Anno Domini One thousand nine hundred and fifty five made between Florence Sullivan of Windsor, Grand Falls, in the Province of Newfoundland aforesaid Married Woman and James Sullivan of the same place Accountant as Executors of the Will and Estate of Philip Fahy late of St. John's aforesaid Retired Civil Servant deceased as Vendors of the one part to the Mortgagor as Purchaser of the other part ALL THAT piece or parcel of land situate on the West side of Springdale Street bounded and abutted as follows: On the East by Springdale

Street

Street by which it measures twenty feet more or less; On the North by land 71
leased to Eli Whiteway aforesaid by which it measures sixty nine feet more or
less; On the West by leased land by which it measures twenty feet more or less;
and On the South by leased land by which it measures sixty nine feet more or
less (the said land being a portion of that comprised in the hereinbefore
recited Indenture of Lease) TOGETHER WITH all buildings and erections thereon
AND TOGETHER WITH the right to use in common with the owner of the premises
immediately South of the premises hereby assigned the right of way as set out
and described in an Indenture dated the 27th, day of October A.D. 1919 was
conveyed unto the Mortgagor as Purchaser aforesaid for all the residue then
unexpired of the term of ninety nine years granted therein by the said Indenture
of Lease subject to the yearly rent of Twenty dollars (\$20.00) being an
apportioned part of the said rent of Thirty eight dollars (\$38.00) reserved by
the said Indenture of Lease and to the covenants and conditions therein con-
tained and which henceforth on the Lessee's part ought to be paid observed and
performed so far only as the same relate to the premises thereby assigned
AND WHEREAS the Mortgagee hath agreed to lend to the Mortgagor the sum of One
thousand dollars (\$1000.00) upon having the repayment thereof with interest
thereon secured in manner hereinafter mentioned NOW THIS INDENTURE WITNESSETH
that for and in consideration of the sum of One thousand dollars (\$1000.00)
paid by the Mortgagee to the Mortgagor on or before the execution of these
presents (the receipt whereof on the part of the Mortgagor is hereby acknowledged)
the Mortgagor hereby covenants with the Mortgagee that he will on the 20th,
day of October Anno Domini One thousand nine hundred and fifty eight pay to the
Mortgagee the sum of One thousand dollars (\$1000.00) and in the meantime and so
long thereafter as any principal money shall remain due on this security pay
to him interest thereon at the rate of Seven dollars per centum per annum pay-
able half yearly on the 20th, day of April and the 20th, day of October in
each

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each and every year AND THIS INDENTURE ALSO WITNESSETH that for the consideration aforesaid the Mortgagor as beneficial owner hereby assigns unto the Mortgagee ALL the piece or parcel of land lastly described and comprised in the Indenture of the 17th, day of October, Anno Domini One thousand nine hundred and fifty five hereinbefore referred to TO HOLD the same unto the Mortgagee for all the residue now unexpired of the said term of Ninety nine years granted by the said Indenture of Lease PROVIDED ALWAYS that should the Mortgagor pay to the Mortgagee the said sum of One thousand dollars (\$1000.00) with interest thereon at the times appointed for payment thereof respectively that the Mortgagee will at the request and cost of the Mortgagor re-assign the said premises unto the Mortgagor or as he shall direct AND the Mortgagor for himself his executors and administrators hereby covenant with the Mortgagee his executors administrators and assigns to keep the said buildings upon the land insured against loss or damage by fire in the sum of Two thousand dollars (\$2000.00) at least in an insurance office approved by the Mortgagee his executors administrators or assigns and to assign the policy or policies of such insurance and all renewals and transfers thereof to the Mortgagee his executors administrators and assigns as further security herewith and to pay all premiums or sums from time to time payable for keeping up such insurance and to deliver to and leave with him the policy or policies of such insurance and the receipt for every premium or sum payable in respect thereof at least twenty four hours before the same shall become due and that on failure of the Mortgagor his executors or administrators to pay such premiums or sums or to deliver such policy or policies or receipt or receipts in pursuance of this covenant within the time limited then it shall be presumed that no insurance is being kept up by or on behalf of the Mortgagor in accordance with this Mortgage and it shall be lawful for the Mortgagee to effect under the statutory power in that behalf insurance on the said buildings in the aforesaid sum of Two thousand dollars (\$2000.00) AND that the Mortgagor his executors and administrators

administrators will during the continuance of these presents pay or cause to be paid all rents fines taxes charges assessments impositions and outgoings whatsoever whether already taxed charged assessed or imposed or hereafter to be taxed charged assessed or imposed on the said described premises with the appurtenances or any part thereof or on the Mortgagee his executors administrators and assigns in respect thereof.

IN WITNESS WHEREOF the said parties to these presents have hereunto their hands and seals subscribed and set the day and year first before written.

SIGNED SEALED AND DELIVERED

by the said Howard L. Lorry
-in the presence of-

William H. Lorry
Commissioner
for Deeds

L. Lorry

