

No. 4139
~~4140~~

5th June - 1912.

13

SALE AND CONVEYANCE
FROM
WILLIAM ALEXANDER MACKAY. ESQ.
TO
FRANK WALKINSHAW. ESQ.

Exp'd 24
116

Registered. Hods of G.
18/6/12
No. 217247

2nd copy to W. A.
Mackay June 19/12

Reg copy to Mr. Walkinshaw
29/5/12 Letter attached

B E F O R E M T R E F R A N C I S E. M c K E N N A, the undersigned Public Notary for the Province of Quebec, practising at the City of Montreal.

A P P E A R E D:-

WILLIAM ALEXANDER MACKAY of the City of Montreal Merchant.

WHO has hereby sold and conveyed with legal warranty.

U N T O:- FRANK WALKINSHAW of the City of Montreal, Merchant, hereto present and accepting the following immoveable property, namely.

D E S C R I P T I O N.

Those certain emplacements situate at St Anne du Bout d' Ile, fronting on the Public Road and forming part of Official Lot Number Three hundred and eleven on the Official Plan and Book of Reference of the Parish of St Anne du Bout d' Ile, in the County of Jacques Cartier, known as Subdivisions Numbers Thirty-four-two, Thirty-five-two and Thirty-six-two of the said Official Lot (311-34-2, 311-35-2 & 311-36-2); as also those certain lots forming part of Official Lot Number Three hundred and twelve on the said Official Plan and Book of Reference, known as Subdivisions Numbers Ten, Eleven, Fourteen Fifty-six, Fifty-seven and Fifty-eight of the said Official Lot (312-10, 11, 14, 56, 57 & 58); containing altogether a superficial area of Sixty-three thousand seven hundred and sixty-eight feet (63,768') English Measure and more or less.

As the said property now subsists with all its rights, members and appurtenances without exception or reserve of any kind on the part of the Vendor.

T I T L E.

The Vendor acquired the said property from James Birch-enough by deed of Sale passed before R.A. Dunton, Notary, on the Fifth of January Nineteen hundred and eleven, and registered in the Registry Office for the Registration Division of the Counties of Hochelaga and Jacques Cartier under No. 184396

V E N D O R ' S D E C L A R A T I O N S.

THE Vendor declared and covenanted:-

** With the buildings
thereon erected
F. W.
[Signature]*

1st. That the said property is held under the tenure of franc
aleu roturier, having been duly commuted and commutation
price paid.

2nd. That the same is free and clear of all hypothecs and
encumbrances save certain amounts due to the Edgewater
Company Limited and to Joseph Sauve. The Vendor binds him-
self hereby to have the hypothecs created in favor of the
said Mortgage Creditors radiated and discharged when the
final payment of the purchase price of the present Sale has
been made to him.

3rd. That all assessments and rates, general or special,
upon the said property have been paid to the *date hereof*
~~day of _____ Nineteen hundred and twelve.~~

4th. That he was only once married and that his wife is
still alive.

5th. The Purchaser will pay costs of sidewalks, drainage,
and water service which may be laid in street bounding said
property in proportion to frontage of same.

CONDITIONS.

THIS Sale is thus made subject to the following conditions
to the fulfilment whereof the Purchaser binds and obliges
himself, namely:-

1st. To pay the costs of this deed, its registration and
of a copy for the Vendor.

2nd. To pay all assessments and rates, general or special,
that may be imposed upon the said property as and from the
date hereof ~~day of _____ Nineteen hundred and twelve~~

3rd. To fulfil and abide by all the conditions of the
Vendor's deed of Acquisition.

4th. Not to call upon the Vendor to contribute to the
fencing of the said lots, nor to furnish title deeds or cer-
tificates of Search re said lot.

5th. To comply with By-Laws of Town of St Anne de Belle-
vue and not to erect on said lots any slaughter-house, pigg-
ery, glue or soap factory, tannery, quarry or any manufacture
or any business which might deteriorate adjacent property,
without the consent of the Vendor, and not to erect any
buildings within five feet of street line. The Vendor re-

serves the right to grade streets, if necessary deposit the earth on land above mentioned, and also reserves right to raise or lower level of street without liability for damages, and clear and remove brush and undergrowth.

POSSESSION.

THE Purchaser will be the absolute owner of the said property as and from the date hereof with immediate possession.

P R I C E.

The present Sale and Conveyance is thus made for and in consideration of the price and sum of Two thousand four hundred and fifty Dollars (\$2450.00), on account whereof the Vendor acknowledges to have received from the Purchaser at the execution hereof the sum of ~~two thousand~~ *eleven hundred and*

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seventy five dollars - whereof quit for so much.

And the balance or remaining sum of ~~two thousand~~ *eleven hundred and seventy five dollars* the Purchaser binds and obliges himself to pay to the Vendor in Two years from the *1st* - day of *June* - Nineteen hundred and twelve, with interest thereon at the rate of Six per centum per annum reckoned from the *1st* day of *June* Nineteen hundred and twelve and payable half-yearly on the *1st* day of *June* and *December* in each year, the first payment whereof will become due on the *1st* - day of *December* - next, with interest on all overdue interest at the same rate.

To secure the payment of the said balance of price and interest the said sold property remains hypothecated in favor of the Vendor who reserves his privilege.

WHEREOF A C T E:- Executed at the City of Montreal on the *fifth* - day of *June* Nineteen hundred and twelve, and of record in the office of the undersigned Notary under Number Four thousand one hundred and ~~fourty~~ *thirty-nine* -

And after due reading hereof the parties hereto signed with and in presence of said Notary. ~~signed~~ *signed* words used are null. *two marginal notes are good* -

Walter ...
Frank ...
Wm ...