

THIS DEED is made the August 6, 2024 **BETWEEN: Scott Thomas**

(Hereinafter called "The Borrower" of

Name Street one, GrosIslet **BJ**

ADDRESS

OCCUPATION

of the one part AND: **BANK OF SAINT LUCIA LIMITED**

duly registered under the laws of the State of Saint Lucia with a place of business

at **Massade, Gros Islet, Saint Lucia** (hereinafter called the Bank").

WHEREAS the Bank has agreed to advance to the Borrower the sum of

(\$34,500.00)

subject to the condition that the Borrower contemporaneously executes these presents and a promissory note in the following terms namely:

(\$34,500.00)

For value received I promise to pay to the order of Bank of Saint Lucia Limited at its place of business at **Gros Islet Branch, Massade, Gros Islet, Saint Lucia**

The sum of **Thirty-four Thousand, Five Hundred** repayable at **Seven Hundred Twenty-two and Eighty-eight cents** interest at **9.4%** per annum as well after as before maturity commencing **August 30, 2024**.

Upon default in payment when due of any installment the balance of the said principal sum then remaining unpaid together with interest then accrued due shall at once become payable with interest on the said balance of principal at the rate aforesaid from the date the said balance shall have become due as aforesaid until payment thereof.

NOW THIS DEED WITNESSETH **Thirty-four Thousand, Five Hundred** now paid to the Borrower by the Bank, the receipt of which the Borrower hereby acknowledges and which is about to be further secured by the said promissory note the said Borrower doth hereby assign unto the Bank. All and singular the several chattels and things specially described in the Schedule hereto (hereinafter referred to as "the Property ") by way of security for the payment of the amounts payable under the said Promissory Note.

AND the said Borrower doth further agree and declare that he will duly pay to the said Bank the said amount of the Promissory Note in the manner stipulated therein.

AND the said Borrower doth also agree with the said Bank as follows

(1) That the Borrower will keep the Property hereby assigned in first class order and repair and, at his expense will replace all worn broken or defective parts and will allow the Bank, by its agents, at all reasonable times during the continuance of this security to enter upon the premises where the said Property may for the time being be and to view and inspect and take inventories. If the Borrower fails to pay for any repairs to the Property, the Bank may pay the amount owing and charge the amount so paid to the Borrower.

(2) That the Borrower will not, without the consent of the Bank, use the property for hire or part with the possession or control thereof or remove or cause or permit the same to be used outside the said state.

(3) That the Borrower will not permit or suffer any writ of execution or distress for rent or rates or taxes to be levied or taken or distrained upon the said Property nor, will the Borrower become bankrupt.

(4) That the Borrower will at the times while any money shall be owing hereon, pay the rents, rates and taxes of the messuage or premises wherein the Property hereby assigned shall be and will, at the all times on demand produce to the Bank, or its authorised agent, the receipts for such rent, rates and taxes and it shall be lawful for the Bank to pay and discharge all rates, rents and taxes, assessments and outgoings which, at any time during the subsistence of the said security, may be or become due, assessed or payable in respect of the messuage or premises upon or which, for the time being, the Property may be and to charge the amounts so paid to the Borrower.

(5) That the Borrower will during the continuance of this security at all times keep the property hereby assigned, insured in the name of the Bank against the hazards of fire, earthquake, windstorm, riot and fire arising therefrom respectively and in the case of any motor vehicles, on a comprehensive motor vehicle, policy and such other risks as the Bank may require to their full insurable value to the satisfaction of the Bank in such Insurance Office as the Bank may from time to time direct and on demand to deliver to the Bank all such policies of Insurance and all receipts and vouchers for the payment of premiums. If default at any time be made by the Borrower in effecting and keeping such Insurance it shall be lawful for the Bank to insure and keep insured the property and to charge the amount of the premium therefore to the Borrower. The proceeds of any insurance on the Property shall at the option of the Bank be applied toward the replacement of the Property or toward the payment of the said promissory note and all amounts charged to the Borrower hereunder.

(6) That all amounts paid by the Bank and charged to the Borrower hereunder shall be payable by the Borrower on demand at the aforementioned Branch of the Bank.

(7) That in case the Borrower shall make default in payment of any installment of the said note or any other part thereof or in the performance of any covenant or agreement contained herein and necessary for maintaining this security of if he shall become bankrupt or shall suffer the Property to be distrained for rents, rates or taxes or if he shall fraudulently either remove or suffer the Property to be removed from the premises in which they are or shall be or if he shall not, without reasonable excuse, upon demand in writing by the Bank produce the last receipts for rent, rates or taxes or if execution shall, during the continuance of this security have been levied against the goods of the Borrower under any judgement of law, then and in any such case it shall be lawful for the Bank, its servants or

ecting and keeping such Insurance it shall be lawful for the Bank to insure and keep insured the property and to charge the amount of the premium therefore to the Borrower. The proceeds of any insurance on the Property shall at the option of the Bank be applied toward the replacement of the Property or toward the payment of the said promissory note and all amounts charged to the Borrower hereunder.

(8) That if the Bank shall become entitled to seize the Property hereby assigned, its agents may enter and remain upon any premises where the Property may be and if necessary break open doors and windows in order to obtain admission and after the expiration of 5 clear days from the date of seizure may sell the Property by public auction or private contract on or off the said premises and the Bank shall be entitled out of the proceeds of any such sale to retain an amount equal to the sum that becomes payable under this security by the Borrower to the Bank together with all costs, charges, payments and expenses incurred or sustained in or about entering upon the said premises and in discharging any distress execution or other encumbrances upon the Property and seizing, taking, retaining and keeping possession of the Property and in or about the carriage removal, warehousing, valuing or sale (including the cost of inventories, catalogues and advertising) of the Property and from or after the full payment of such amount and such costs, charges, payments, expenses and encumbrances as aforesaid shall pay over the surplus (if any) of the proceeds of such sale to the Borrower.

(9) That upon the payment of the sum that becomes payable under the security and any expenses which the Bank may incur in lawfully seizing and removing the Property hereby assigned and any costs that the Bank -may properly incur in defending and retaining its right thereunder, this security shall be void.

(10) The Borrower and every person claiming by or through the Borrower any interest in the Property will at all times at the cost of the Borrower execute and do all such assurances and things for the further and better assuring of all or any of the Property unto the Bank and enabling it to obtain possession of the same as may be lawfully required.

(11) This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

PROVIDED always that the Property hereby assigned shall not be liable to seizure or to be taken possession of by the said Bank for any cause other than those specified in this behalf in the Bills of Sale Ordinance of Saint Lucia.

SCHEDULE

MAKE:	Automobile
YEAR OF MANUFACTURE:	2023
ENGINE CAPACITY:	1500
ENGINE NO:	093t36986
CHASSIS NO:	KMJ48272L
COLOR:	Grey

complete with all attachments, accessories, repair parts and spares

Cross out if not) and household chattels and things which are
applicable and) now located at or about the above address
have initialled) of the Borrower, as follows:

IN WITNESS WHEREOF the Borrower has hereunto set his hand on the date hereinabove written.

Signed by the above-named.

BORROWERS(s)

WITNESS

SIGNATURE

SIGNATURE

