Registre des mentions

Numéro inscription : DHM de présentation :	171 335	Circ. foncière :	Stanstead
Registre des mentions			

Numéro inscription: 171 335

ON THE EIGHTEENTH (18th) DAY OF JUNE, - NINETEEN HUNDRED AND NINETY-TWO.

 $$\tt BEFORE Mtre. PIERRE CHARLAND, notary at Magog, Province of Quebec.$

APPEARED:

 $\frac{\text{GERALD}}{\text{At Stanstead}} \quad \frac{\text{FARROW}}{\text{Fapineau}}, \quad \text{retired,} \quad \text{residing}$ at Stanstead (8 Papineau), Province of Quebec, JOB 3EO.

HEREINAFTER CALLED: "THE VENDOR".

ΛND

NEIL BACHELDER, cutter, residing at Beebe (Cedarville Road - R.R. # 1), Province of Quebec, JOB 1EO.
Acting to these presents, as personally and to give his concurrence and consent in conformity with the Law.

AND

CAROLINE GOODSELL, plan manager, residing at Beebe (Cedarville Road - R.R. # 1), Province of Quebec, JOB 1EO.
Acting to these presents as personally and to give her concurrence and consent in conformity with the Law.

HEREINAFTER CALLED: "THE PURCHASER".

WHO HAVE AGREED AS FOLLOWS:

OBJECT OF THE DEED

The vendor sells to the Purchaser the following immoveable property (the "Property"):

DESCRIPTION

A certain piece of land known and designated as being a part of the subdivision number ONE of the original lot number ONE (Pt. 12-1), upon the

Division d'Enregistrement - STANSTEAD

Je certifie que ce document a été enregistré

Ce 1992-06-19 • 10:25
année mois jour heure minute

sous le numéro 171335
Registraleur



official cadastral plan and book of reference for the $\ensuremath{\text{VILLAGE}}$ OF ROCK ISLAND.

The said piece of land is more fully described and bounded as follows:

Starting at the South-West corner of the said lot 12-1, being the starting point of the present description, Point "A"; from thence, towards the North (02°21'13"), a distance of thirty-nine meters and forty-two hundredths (39,42 m) to Point "B"; from thence, towards the East (75°12'55"), a distance of thirty-two meters (32,00 m) to Point "C"; from thence, towards the South-East (150°59'26"), a distance of thirty meters and ninety-seven hundredths (30,97 m) to Point "D"; from thence, towards the South-West (246°43'08"), a distance of fifty-two meters and eight hundredths (52,08 m) in arc of a circle of one hundred forty-four meters and nine-ty-seven hundredths (144,97 m) of radius, to Point "A", the starting point of the present description.

Bounded to the West by a part of the original lot number 12; towards the North by another part of the said lot number 12-1; towards the North-East, by another part of the said lot 12-1; towards the South-East, by the Public road (shown on the cadastre).

Having a superficie of one thousand four hundred eighty-one square meters and five tenths (1 481,5 $\,$ m 2), International System.

With all the buildings thereon erected and being situated in the municipality of the Town of Rock Island (91, Railroad), Province of Quebec, JOB 2KO.

The whole as more fully shown and described in a certificate of location prepared by Christian Lefebvre, Quebec Land Surveyor, on the 7th day of May, 1990, under the number 149 of his minutes.

The present sale includes as well the following articles and accessories: All lighting and electrical fixtures permanently installed; all permanently installed heating equipment.

The whole in its present state, appurtenances and accessories without exception or reserve of any kind of the part of the vendor.

As the whole now is, and with which the purchaser declares to be satisfied, having seen and examined same and being familiar therewith.

Are excluded from the present sale: all curtains rods and blinds.

TITLE TO PROPERTY

The vendor is owner of the property having acquired same, under the terms of the following deed:

- Deed of sale between Litton Business and Industrial Systems of Canada Ltd, and the said Gerald Farrow, executed before Mtre. Adrien Beaudette, notary at Coaticook, on the 21st day of May, 1980, under the number 12048 of his minutes and registered at the registry office for the registration division of Stanstead, on the 23rd day of May, 1980, under the number 122349.

WARRANTY

This Sale is made with legal warranty.

TITLE DEEDS

The Vendor undertakes to deliver to the Purchaser only the title deeds in his possession.

POSSESSION

The Purchaser will be owner of the property from this day with immediate possession and occupancy.

DECLARATIONS OF THE VENDOR

The Vendor declares and warrants:

- 1.- The property is free of all privileges, hypothecs, assessments or encumbrances whatsoever.
- 2.- That all the real estate taxes and assessments, both general and special which are due, have been paid without subrogation.
- 3.- He is a Canadian resident within the meaning of the Income Tax Act and the Taxation Act and has no intention of changing such residence.

The vendor makes this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath in virtue of the Canada Evidence Λ ct.

- 4.- The property is not situated in an agricultural zone (zone agricole).
- 5.- Λ ll the mutation taxes have been paid.
- 6.- The property is not subject to an option or right of first refusal contained in any lease or other document.
- 7.- No materials constituting a serious threat to the health or security of persons or to the integrity of the property is situated on the land or incorporated into buildings erected thereon.
- 8.- The heating equipment in the property belong to him and are free of any debts and privileges.
- 9.- The Certificate of Location prepared by Christian Lefebvre, Quebec Land Surveyor, on the 7th day of May, 1990, under the number 149 of his minutes, describes the present state of the property and no change has been made to the property since said date.
- 10.- He has received no notice from any competent authority to the effect that the property is not in conformity with the regulations and laws in force and the property does not derogate from the laws and regulations concerning the protection of the environment.
- 11. The property has not been insulated with Urea Formaldehyde Foam.
- 12. The property does not serve, in whole or in part, as principal family residence.

OBLIGATIONS

In consideration of the present Sale, the Purchaser obliges himself:

- 1.- To pay all real estate taxes due and to fall due, including the proportion of those for the current year from these presents and to pay from said date all future instalments in capital plus interest to accrue of special taxes previously imposed, the payment whereof is spread over a period of years.
- 2.- To pay the costs of these presents, its registra-tion and copies.
- 3.- To take the property in its present state, declaring to have visited and examined same to his satisfaction and having himself verified with the competent authorities that the use that he intends to make of the property is in conformity with the applicable laws and regulations.

ADJUSTMENTS

The Parties declare they have made between them, the usual adjustments as of these presents in accordance with bills or receipts.

If other adjustments are necessary, they will be made as of said date.

PRICE

This sale is made for the price of TWENTY-NINE THOUSAND DOLLARS (29,000.00\$), paid by the Purchaser, for which the Vendor grants final acquittance.

INTERPRETATION CLAUSE

As the context requires it, the singular includes also the plural and vice-versa and masculine gender includes the feminine.

The word "property" used without any other qualification in the present deed, means each and every one of the immoveables hereinabove sold.

The word "purchaser" or the word "vendor" may mean one or more male or female persons as well as one or more physical persons or corporations.

CIVIL STATUS AND MATRIMONIAL REGIME

Gerald Farrow declares to be married only once, namely to ALICE WHEELER, under the regime of community as to property, no marriage convenant having been entered into between them, before or after their marriage solemnized at Rock Island, on the 5th day of December, 1949, that they were both domiciled in the Province of Quebec, at the time of their marriage and after and that neither his civil status nor matrimonial regime have been nor are in the process of being changed.

Neil Bachelder and Caroline Goodsell declare to be married together, only once, under the regime of community as to property, no marriage convenant having been entered between them, before or after their marriage solemnized at Stanstead, on the 7th day of November, 1959, that they were both domiciled in the Province of Quebec, at the time of their marriage and after and that neither their

civil status nor matrimonial regime have been nor are in the process of being changed.

INTERVENTION OF CONSORT

Intervened, <u>ALICE WHEELER</u>, housewife, residing at Stanstead (8 Papineau), Province of Quebec, JOB 3EO.

who, after having taken communication of this present deed, corroborates the declaration of her consort that they are married under the regime of community as to property, and hereby gives her concurrence and her consent to these presents, in conformity with the Law.

DECLARATIONS CONCERNING THE GOODS AND SERVICES TAX ("G.S.T."):

The vendor declares that the immoveable property presently sold is an immoveable occupied principally as a residence, that he did not effect any major improvements and that he did not ask and will not ask for an input tax credit concerning the acquisition or improvements executed on the immoveable.

The vendor makes this solemn declaration conscient tiously believing it to be true and knowing that it is of the same force and effect as if made under oath in virtue of the Canada Evidence Act.

Consequently, the present sale is exonerated according to the provisions of the Excise Tax Λ ct.

LANGUAGE OF DEED

This deed is drafted in English lanquage at the express request of the parties.

PARTICULARS REQUIRED BY ARTICLE 9 OF THE ACT RESPECTING DUTIES ON TRANSFERS OF IMMOVEABLES.

The vendor and the purchaser herein, for the purpose of this present declaration in order to conform to the provisions of the above described λ ct, establish and acknowledge the following particulars and facts.

1.- The immoveable above described is situated

in the municipality of Rock Island.

2.- The vendor and the purchaser establish the value of the consideration as twenty-nine thousand dollars (29,000.00\$).

3.- The amount of the transfer duty is one hundred and forty-five dollars (145.00%), representing the percentage provided by the Λ ct of the value of consideration.

WHEREOF ACTE at Rock-Island, ----under the number THREE THOUSAND THREE HUNDRED AND SIXTY-SIX (3,366) --of the minutes of the undersigned notary.

AND AFTER DUE READING, the parties have signed in the presence of the notary.

> Turang-forman GERALD FARROW.

ALICE WHEELER (FARROW).

Meil Backeller

CAPOLINE BICHELDER).

COPIE CERTIFIÉE CONFORME DE LA MINUTE DEMEURANT

DANS MON GREFFE

Numéro inscription : 171 335

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Reproduction du nom du signataire du document numéro 171 335

Nom du signataire du document 171 335

Aucune signature