

Articles of Agreement

made the *First* day of *September* 19*34*

Between

William A. Trace of the township of Flos in the County of Simcoe.

Dye & Durham
9-11 Yonge St.
Arcade,
Toronto, Can.

Form No. 107

hereinafter called the Vendor, of the First Part,
and

(Miss) Lily Yardley, of the city of Toronto in the County of York.

hereinafter called the Purchaser, of the Second Part.

Whereas the Vendor has agreed to sell to the Purchaser, and the Purchaser has agreed to purchase of and from the Vendor the lands and premises hereinafter mentioned, that is to say:

All and Singular those certain parcels or tracts of land and premises being composed of

Lot number 83, as shown on plan number 708, for the Township of Flos.

Dec 1/34 Debt \$150

<i>March 1/35</i>	<i>150</i>
<i>May 1/35</i>	<i>150</i>
<i>Sept 1/35</i>	<i>150</i>
<i>Dec 1/35</i>	<i>150</i>
<i>March 1/36</i>	<i>150</i>
<i>June 1/36</i>	<i>150</i>
<i>Sept 1/36</i>	<i>150</i>
<i>Dec 1/36</i>	<i>51 50</i>
<i>March 1/37</i>	<i>50 75</i>

TOGETHER with all the privileges and appurtenances thereto belonging, at and for the price or sum of

One hundred and twenty five Dollars of lawful money of Canada payable as follows:

Twenty-five Dollars payable upon receiving this agreement. The remainder, one hundred Dollars, to be paid at the Purchaser's convenience, not later than December the first, nineteen hundred and thirty six, fifty Dollars, and March the first, nineteen hundred and thirty seven, fifty Dollars, with interest at 6% per annum.

NOW IT IS HEREBY AGREED between the parties aforesaid in manner following THAT the Purchaser *DOT#* hereby COVENANT, PROMISE AND AGREE, to and with the Vendor THAT the Purchaser shall and will well and truly pay or cause to be paid to the Vendor the moneys above mentioned, together with the interest thereon at the rate of *six* per cent. per annum, on the days and times and in the manner above mentioned, AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated and charged from and after the

IN CONSIDERATION WHEREOF, and on payment of the said sum of money with interest thereon as aforesaid, the Vendor *DOT#* COVENANT, PROMISE AND AGREE to and with the Purchaser to immediately thereupon convey and assure, or cause to be conveyed and assured to the Purchaser *'s* heirs or assigns, by good and sufficient deed in fee simple

ALL that, the said piece or parcel of land and premises above described, together with the appurtenances thereto belonging or appertaining:
BUT subject to the conditions and reservations expressed in the original grant thereof from the Crown:
AND such deed shall be prepared at the expense of the Vendor and shall contain the usual statutory covenants.

AND it is understood and agreed that the Vendor shall and will suffer and permit the Purchaser heirs and assigns to occupy and enjoy the said lands and premises until default shall happen to be made in the payment of the said sums of money above mentioned, or the interest thereon, or any part thereof, on the days and times and in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is further understood and agreed that the Vendor shall not be bound to furnish any abstract of title, title deeds, survey, proof or evidence of title, or any copies thereof other than those in the Vendor's possession or control and that the Purchaser shall be allowed fifteen days from the date hereof to investigate the title to the said lands at own expense, and if within that time shall furnish the Vendor in writing with any valid objection to the title which the Vendor shall be unable or unwilling to remove, and which the Purchaser will not waive, this Agreement shall be null and void and the deposit money, if any, returned to the Purchaser without interest, and the Vendor shall not be liable for any expenses incurred by the Purchaser.

Unearned fire insurance premiums, taxes, interest, rentals and all local improvement rates and water rates shall be proportioned and allowed to the date hereof.

AND it is expressly understood that time is to be considered the essence of this Agreement, and unless the payments are punctually made at the time and in the manner above mentioned, these presents shall be null and void and of no effect, and Vendor shall be at liberty to re-sell the said land.

AND it is further understood and agreed that all the covenants, provisoes and agreements herein contained on the part of the Vendor and of the Purchaser respectively shall extend to, be binding on and inure to the benefit of their respective heirs, executors, administrators and assigns.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered,
IN THE PRESENCE OF

Geo. J. Yardley

W. A. Trace
L. Yardley

OF } I,
of the of
in the
To Wit : } make oath and say

1. THAT I was personally present and did see the within or annexed Instrument and a Duplicate thereof duly signed, sealed and executed by

William A. Trace
the part thereto

2. That the said Instrument and Duplicate were executed by the said part at the of

3. That I know the said part

4. That I am a subscribing witness to the said Instrument and Duplicate

SWORN before me at the
of
in the
of
this
day of 19

A Commissioner, etc.

Dated September 1st 1934

William A. Trace
and
(Miss) Lily Yardley

Agreement
FOR SALE OF LAND

Dye & Durham, 9-11 Yonge Street Arcade, Toronto, Can.