

John
THIS INDENTURE made this 16th day of
 May, in the year of Our Lord One Thousand Nine Hundred and
 Fifty-four,

BETWEEN :

SHEILA MacDONALD, of the City and
 County of Halifax, Province of
 Nova Scotia, widow of William C.
 MacDonald, hereinafter called the
 "Grantor",

OF THE ONE PART

- and -

E. FINLAY MacDONALD, of Halifax
 aforesaid, Manager, hereinafter
 called the "Grantee"

OF THE OTHER PART,

WITNESSETH that the said Grantor for and in
 consideration of the sum of One Dollar (\$1.00) of lawful
 money of Canada, and other good and valuable consideration to
 the said Grantor in hand well and truly paid by the said
 Grantee, at or before the ensembling and delivery of THESE
 PRESENTS, the receipt whereof is hereby acknowledged, hath
 granted, bargained, sold, aliened, enfeoffed, released,
 remised, conveyed and confirmed, and by These Presents doth
 grant, bargain, sell, alien, enfeoff, release, remise,
 convey and confirm unto the said Grantee his Heirs and
 Assigns, FIRST : All that certain lot, piece or parcel of
 land situate, lying and being on the northern side of Inglis

- 2 -

Street in the City of Halifax, Province of Nova Scotia, and being shown as "Lot Being Conveyed", on a Plan showing Subdivision of Property of Una B. Thomson, made by F.G. Nolan, Provincial Land Surveyor, and dated June 7, 1951, and approved by the Town Planning Board of the City of Halifax on June 11th, 1951; the said lot being more particularly described as follows :-

BEGINNING at a point on the northern official street line of Inglis Street, distant westerly 528.5 feet from the intersection formed by the said northern official street line of Inglis Street with the western official street line of Wellington Street, as shown on said plan; thence westerly along the said northern official street line of Inglis Street, a distance of 12.5 feet to the south east corner of property now owned by William C. MacDonald, as shown on said plan; thence northerly at right angles, along the eastern boundary of said property of William C. MacDonald, a distance of 54 feet, as shown on said plan; thence easterly parallel with the said northern official street line of Inglis Street, a distance of 12.8 feet or to the western face of a rock retaining wall, as shown on said plan; thence southerly along the western face of said retaining wall, and its prolongation southerly, a distance of 54 feet to the place of beginning.

SECOND : All that certain lot, piece or parcel of land situate, lying and being on the northern side of Inglis Street in the City and County of Halifax and Province of Nova Scotia, being a portion of the "Collins Estate" commonly known as "Gorsebrook" the said portion of the said Collins Estate now under Conveyance being more particularly described as follows, viz;

BEGINNING on the northern boundary line of

Inglis Street at a stake set thereon and marking the south western angle of that portion of the said lands formerly conveyed to one Una B. Thompson :

Thence from the said point of beginning to run by the western boundary line of the said lands formerly conveyed to Una B. Thompson northwardly 140 feet unto a stake set at and marking the north western angle of the said last named lot: Thence to run westwardly and parallel with the northern boundary line of Inglis Street 60 feet: Thence to run southwardly by a line parallel with the first hereinbefore described boundary and at right angles to Inglis Street 140 feet more or less unto the northern boundary line of Inglis Street: Thence to run on the northern boundary line of Inglis Street eastwardly 60 feet unto the place of beginning, subject to the building and other restrictions and conditions hereinafter set forth, together with all and singular the Buildings, Easements, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise appertaining, with the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in Equity of the said Grantor, of, in to or out of the same, or any part thereof.

TO HAVE AND TO HOLD the said Land and Premises, with the appurtenances, and every part thereof, unto the said Grantee, his Heirs and Assigns, to His and their sole, use, benefit and behoof forever, the second described lot being subject nevertheless to the following building and other restrictions and conditions which shall be deemed to be covenants running with the lands for the benefit of the owner or owners from time to time of the lands now or formerly owned and occupied and in possession of Richard Leslie Halliburton Collins fronting on Inglis Street

aforesaid of which the said second specifically described lot forms a part,

(a) That no building shall be erected nearer than 20 feet from any City Street line:

(b) That no building shall be erected except a residential building for the use of a single family nor shall any building now or hereafter erected be used for other than residential purposes.

(c) That no building shall be erected costing less than Seven Thousand Five Hundred Dollars (\$7,500.00).

(d) That only one building shall be erected provided however, that necessary garages or other outbuildings may be erected in connection with a private residence.

AND the Grantee, his Heirs and Assigns hereby covenants, promises and agrees to and with the said Grantor, her Heirs and Assigns to observe and perform the said covenants, conditions and restrictions.

AND the said Grantor, for herself, her Heirs, Executors and Administrators hereby covenants, promises and agrees to and with the said Grantee, his Heirs and Assigns, in manner following, that is to say: That it shall be lawful for the said Grantee his Heirs and Assigns from time to time and at all times hereafter peaceably and quietly to enter into the said Land and Premises, and to have, hold, occupy, possess and enjoy the same without the lawful let, suit, hindrance, eviction, denial or disturbance of, from or by the said Grantor or a ny person or persons whomsoever lawfully claiming or to claim the same.

AND also that the said Grantor has a good, sure, perfect and indefeasible estate of inheritance in fee simple in the said Land and Premises, and good right, full power and lawful authority, to sell and convey the same, in

manner and form as they are hereby sold and conveyed and mentioned or intended so to be, and that the same are free from encumbrances, save as aforesaid.

AND that she the said Grantor, her Heirs, Executors and Administrators at the request and at the charges of the said Grantee shall and will from time to time and all times hereafter execute or cause to be executed such further and other acts, conveyances and assurances in the law for the better assuring to the said Grantee, his Heirs and Assigns, of the Land and Premises above described in manner as above conveyed and mentioned or intended so to be as by the said Grantee, his Heirs or Assigns or his or their counsel learned in the law shall be reasonably advised or required.

AND lastly that the said Grantor, her Heirs, the said Land and Premises, and every part thereof, unto the said Grantee, his Heirs and Assigns, against the lawful claims of all persons whomsoever, shall and will by these WARRANT and forever DEFEND.

IN WITNESS WHEREOF the Parties hereto have hereunto set their Hands and Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the Presence of

R. L. Gordon

Shirley Macdonald

J. Finlay Macdonald

PROVINCE OF NOVA SCOTIA }
COUNTY OF HALIFAX. SS }

On this *16th* day of *June*, A.D. 1954,
before me, the subscriber personally came and appeared
R. W. Gordon a subscribing Witness to the foregoing
Indenture, who having been by me duly sworn, made oath and
said that Sheila MacDonald and E. Finlay MacDonald, two of
the parties thereto, signed, sealed and delivered the same
in his presence.



Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at Halifax, in the County of Halifax, *N.S.*
at *11:29* o'clock *A.* M. of
the *17th* day of *June*
A.D. 19*54* in Book Number *1262*
at Pages *134 - 139*.

