

TAX SALE REPORTING LETTER

Tax Sale No. 15

To: The Municipality of the District of Lunenburg

Re: Tax Sale Property Accounts

Date: August 30, 2021

Name: Hubley, Linwood

Assessment Account No: 01149644

Property: PID 60494192, 1313 North River Road, North River

Title: I have carried out title investigations on the subject property. The title is not land registered. There is evidence that Linwood Hubley is the owner of the subject property. Linwood Hubley acquired title via the will of Laurie Reginald Demone in Book 766, Page 829. Laurie Reginald Demone acquired title via deed registered in Book 128, Page 27 and recorded at the Lunenburg County Land Registration Office. However, it should be noted that Linwood Hubley only acquired a life interest in the subject lot. The remainder interest actually vests in Grace Simms. Both parties should be given proper notice of the tax sale. The property appears to abut the public highway. The paper title appears to be marketable.

Encumbrances: None

Marital Status: Unknown for both interest holders

Survey: There is no survey available for the subject property. The description from the last deed (1962) does not conform to modern standards and is subject to a survey.

Property Mapping: A copy of the property mapping is attached for your file which will include the address of the assessed owner if available.

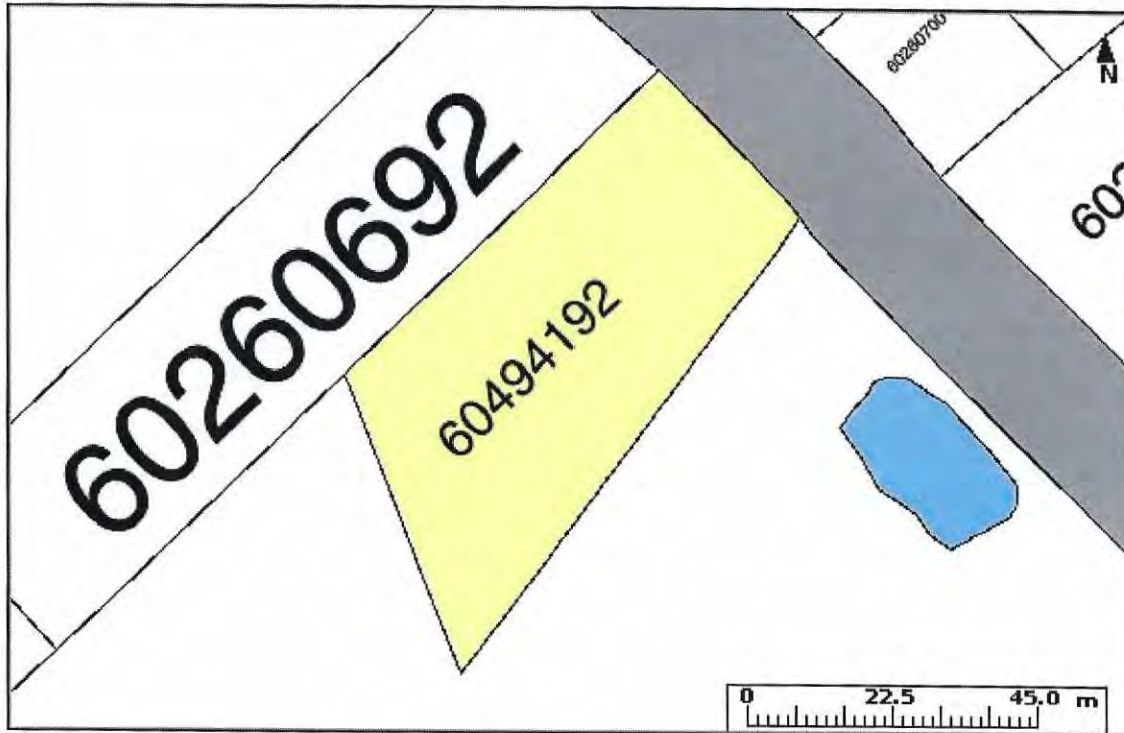


J. C. Reddy

******This title search and attached materials have been prepared for the benefit of the Municipality of the District of Lunenburg. The Municipality of the District of Lunenburg will not be held responsible for any third party reliance on these materials as they are being provided for informational purposes only. Any interested third parties are cautioned and strongly encouraged to procure their own professional advice (including, but not limited to, legal advice and/or surveying advice) in connection with this and/or any other tax sale property.**

Property Online Map

Date: **Oct 8, 2021 3:46:42 PM**



PID: 60494192	Owner: LINWOOD HUBLEY	AAN: 01149644
County: LUNENBURG COUNTY	Address: 1313 NORTH RIVER ROAD	Value: \$4,000 (2021 RESIDENTIAL TAXABLE)
LR Status: NOT LAND REGISTRATION	NORTH RIVER	

The Provincial mapping is a graphical representation of property boundaries which approximate the size, configuration and location of parcels. Care has been taken to ensure the best possible quality, however, this map is not a land survey and is not intended to be used for legal descriptions or to calculate exact dimensions or area. The Provincial mapping is not conclusive as to the location, boundaries or extent of a parcel [*Land Registration Act* subsection 21(2)]. THIS IS NOT AN OFFICIAL RECORD.

Property Online version 2.0

This page and all contents are copyright © 1999-2003, Government of Nova Scotia, all rights reserved.

THIS IS THE LAST WILL AND TESTAMENT, of me, LAURIE REGINALD DEMONE, of Cherryfield, Lunenburg County, Nova Scotia, and I revoke all former Wills, codicils and testamentary dispositions made by me.

1. I appoint my daughter, MARSHA LEVERNE DEMONE, to be the Executor of my Will, or, if she has predeceased me or survives me but is unable or unwilling to act or to continue to act, then I appoint my son, GLENN LEVERNE DEMONE, to be the Executor of my Will.

2. I declare that:

a. the term "Executor" refers to my Executor or Executors and Trustee and Trustees as the case may be and any reference to my Executors in the plural form shall be deemed to include the singular form and any reference to my Executor in the singular form shall be deemed to include the plural form and words importing any gender shall be deemed to include the other genders;

3. I direct my Executor to pay all my just debts, funeral and testamentary expenses and any other expenditures in connection with the administration of my estate from the proceeds of my estate.

4. I give to my daughter, THERESA VIRGINIA SIMMS, my home in Cherryfield, Lunenburg County, Nova Scotia, and the lands upon which it sits, the same being described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being at Cherryfield, in the County of Lunenburg, Province of Nova Scotia, bounded and described as follows:
BEGINNING at a stake set at the point of intersection of the Southeastern sideline of the Cherryfield Road, so called, a public highway leading through Cherryfield, aforesaid, from Public Highway No. 10 with the Southwestern boundary line of other land of Laurie Demone;
THENCE in a Southeasterly direction following the Southwestern boundary line of other land of Laurie Demone a distance of Sixty-four feet, more or less, to a stake;
THENCE in a Southwesterly direction along the Northwestern boundary line of lands of the Estate of Jennie Robar a distance of Seventy-four feet, more or less, to a stake;
THENCE in a Northwesterly direction along the Northeastern boundary line of lands of the Estate of Jennie Robar a distance of Sixty feet, more or less, to the Southeastern sideline of said public highway;
THENCE in a Northeasterly direction along the Southeastern sideline of said Public Highway a distance of Seventy-two feet, more or less to the place of beginning.

TOGETHER WITH the adjacent parcel of land which was described in a deed to me from Ralph D. Robar and Eva Robar dated September 6, 1958 and recorded at the Registry of Deeds at Bridgewater, N.S. on May 31, 1965 in Book 133, Page 115, under No. 148.

It is my request that, if at all possible, my daughter ensure the same stays in my family. This is a request only and is given her for moral guidance, and shall in no way leave, impair, or

PAGE 1 OF LAURIE REGINALD DEMONE'S WILL

LUNENBURG COUNTY REGISTRY OF DEEDS	5204	766	829-831
I certify that this document was registered as shown here.	Document #	Book	Pages
Joan Plunkett Registrar	SEP 28 2000	12:13pm	
	MM DD YYYY	Time	

*h R D
cov
r*

restrict her from dealing with this property if she deems it best.

5. I give to my son, BARRY LAURIE DEMONE, that land situate at Cherryfield, Lunenburg County, Nova Scotia, conveyed to me by Eva Robar by deed dated October 15, 1966 and recorded at the Registry of Deeds at Bridgewater, Nova Scotia on November 2, 1973 in Book 182, Page 304, under No. 75.

6. I give that parcel of land at North River, Lunenburg County, Nova Scotia conveyed to me by Lorimer Demone by deed dated April 12, 1961 and recorded at the Bridgewater Registry of Deeds on March 20, 1962 in Book 128, Page 27, under No. 41 to LINWOOD HUBLEY, of North River, County of Lunenburg, Province of Nova Scotia, for and during his lifetime and from and after the death of LINWOOD HUBLEY, to my great-granddaughter, GRACE SIMMS (she being the daughter of my grandson, LARRY SIMMS).

7. I give to my son, JOEL WADE DEMONE, that lot of land at North River, Lunenburg County, Nova Scotia conveyed to me by deed dated December 12, 1980 from John David Cross, said deed being recorded at the Registry of Deeds at Bridgewater, N.S. on December 16, 1980 in Book 291, Page 406, under No. 108.

8. I give any automobile I own at my death to my daughter, THERESA VIRGINIA SIMMS.

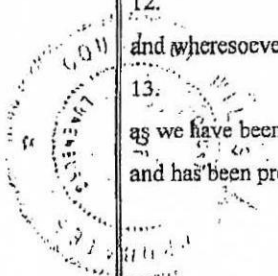
9. I give all of my carpentry tools and equipment to my son, GLENN LEVERE DEMONE.

10. I give to my son, JOEL WADE DEMONE, all of my garden tools, tiller, and any power saw I own at my death.

11. I give the entire proceeds of any and all life insurance policies, either life insurance policies that came through a Bowater Mersey plan with Sun Life Assurance Company, or otherwise, to all of my children, as survive me, in equal shares. I point out that my present Sun Life Assurance Company policy in the amount of approximately \$13,000.00 is payable to my daughter, MARSHA LEVERNE DEMONE which is to be included in this division. I direct that all my just debts and funeral expenses are to be paid from the proceeds of said \$13,000.00 life insurance policy with Sun Life Assurance Company.

12. I give all of the rest and residue of my estate, both real and personal, and wheresoever situate, to all of my children, in equal shares.

13. I have not provided for my wife, ELVA JANE DEMONE, in this Will, as we have been separated for more than twenty-five years and she has been self supporting and has been previously provided for.



*L R D
C S W
R*

IN WITNESS WHEREOF I have hereunto set my Hand this 28th day

of October, A.D., 1998.

SIGNED, PUBLISHED AND DECLARED

by the above named Testator,)

LAURIE REGINALD DEMONE,)

and for his Last Will and)

Testament, in the presence of)

us, both present at the same)

time, who at his request, in)

his presence and in the)

presence of each other have)

hereunto set our hands as)

witnesses.)

)

)

)

)

)

Address Portsmouth, N.S.

)

)

)

)

Address New Brunswick, N.S.

)

)

)

)

)

)

)

)

)

)

)

)

Laurie R Demone

Laurie Reginald Demone

Catherine Demone

St Clair

New Brunswick, N.S.

C:\transfer\4785.wll

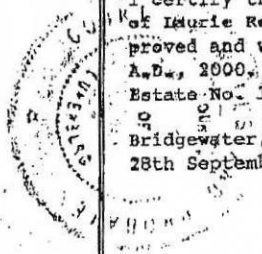
IN THE COURT OF PROBATE
COUNTY OF LUNENBURG SS

OFFICE OF REGISTRY

I certify that the foregoing is a true and correct copy of the Original Will
of Laurie Reginald Demone therein named deceased, which said Will was duly
proved and was thereupon admitted to Probate on the 28th day of September,
A.D., 2000. Date of Death: 13th day of September, A.D., 2000.

Estate No. 12,549
Bridgewater, N.S.
28th September, A.D., 2000

Clare J. Leese
Registrar of Probate



and form as they are hereby sold and conveyed and mentioned or intended so to be, and that the same are free from encumbrances, but subject to the said Mortgage. AND lastly that the said Grantors and their 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 presents WARRANT and forever DEFEND, with the exception of lawful claims arising from the said Mortgage. AND the said Grantee, and Phyllis Covey, wife of the said Grantee, for themselves, their heirs, executors and administrators hereby covenant, promise and agree with the said Grantors, their heirs and assigns, in manner following, that is to say: That the said Grantee, and the said Phyllis Covey will well and truly pay the said Mortgage according to its terms and will observe all the provisions and covenants thereof. IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and affixed their seals the day and year above written.

SIGNED, SEALED and DELIVERED) (Sgd.) Charles Walton Hauss... (S)
in the presence of) Charles Walton Hauss
(Sgd.) Mary B. Anthony) (Sgd.) Joan Patterson Hauss... (S)
Joan Patterson Hauss
(Sgd.) Wilfrid St. Clair Covey (S)
(Sgd.) Phyllis Covey..... (S)
Phyllis Covey

PROVINCE OF NOVA SCOTIA, COUNTY OF LUNenburg, SS.) On this 16th. day of March, A.D., 1962, before me, the subscriber, personally came and appeared Mary B. Anthony a subscribing witness to the foregoing indenture, who, having been by me duly sworn, made oath and said that CHARLES WALTON HAUSS, JOAN PATTERSON HAUSS, WILFRID ST. CLAIR COVEY and PHYLLIS COVEY, the parties thereto, signed, sealed and delivered the same in her presence. (Sgd.) K. J. Kenney,
A Commissioner of the Supreme Court of Nova Scotia.

No. 10. DEED) THIS INDENTURE made this 15th day of March, in the year of Our Lord
HEIR OF JASON VEINOT) One thousand Nine Hundred and Sixty-two BETWEEN: LEONARD WILE, of
to) Hemford, in the County of Lunenburg, Province of Nova Scotia, herein-
MELVIN SILVER) after called the "GRANTOR" of the One Part, and MELVIN SILVER, of Hem-
Reg. 3.33 P.M. March 20th,) Ford, in the County of Lunenburg, Province of Nova Scotia, hereinafter
1962, on the certified) called the GRANTEE of the Other Part. WHEREAS Jason Veinot late of
oath of a Witness.) Hemford, in the County of Lunenburg, Province of Nova Scotia, died in-
testate; AND WHEREAS Leonard Wile, through his child Edith Wile, who

was the grandchild of Jason Veinot, had an interest in the property hereinafter described; AND WHEREAS the said Leonard Wile is willing to release any and all interest or interests that he now has or may have in the property hereinafter described. WITNESSETH that the said Grantor for and in consideration of the sum of One Dollar of lawful money of the Dominion of Canada, to the said Grantor in hand well and truly paid by the said Grantee at or before the sealing and delivery of These Presents, (the receipt whereof is hereby acknowledged) hath remise, released, and forever quitted claim to, and by these Presents doth remise, release, and forever quit claim, unto the said Grantee, his Heirs, and Assigns, ALL that certain lot, piece and parcel of land situate at Hemford in the County of Lunenburg and Province aforesaid, bounded and described as follows: Beginning at a stake on the W. E. line of David Silver Grant No. 5767 and running Southerly twelve (12) chains to a stake; thence N 35° E Nineteen (19) chains fifty (50) links to Dalton Mailman line fence; thence N. 30° W twelve (12) chains to a stake; thence S 85° W along John Zinck grant No. 7175 to the place of beginning containing approximately 25 acres more or less. Being the same piece and parcel of land as was conveyed by Ernest Veinot to Melvin Silver by deed dated the 29th day of April, A.D., 1958, which said deed is recorded at the Office of the Registry of Deeds at Bridgewater, N. S., in Book 123, at page 131, under No. 179, together with all and singular the Buildings, Easements, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainders 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 and to the use of the said Grantee, his Heirs and assigns to his and their sole use, benefit and behoof forever. IN WITNESS WHEREOF, the said parties to these presents have hereunto set their Hands and affixed their Seals the day and year first above written.

SIGNED, SEALED AND DELIVERED) (Sgd.) Leonard J. Wile. (S)
In the Presence of)
(Sgd.) Elizabeth A. Kaulback)

PROVINCE OF NOVA SCOTIA, COUNTY OF LUNenburg S.S. On this 15th day of March, A.D., 1962, before me, the subscriber, personally came and appeared Elizabeth A. Kaulback, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Leonard Wile, one of the parties thereto, signed, sealed and delivered the same in her presence. (Sgd.) Hiram J. Carver,
A Commissioner of the Supreme Court of Nova Scotia.

No. 11. DEED) THIS INDENTURE made this 12th day of April, in the year of Our Lord
LORIMER DEMONE) One thousand Nine Hundred and Sixty-one BETWEEN: LORIMER DEMONE, of
x) to) North River, in the County of Lunenburg, Province of Nova Scotia,
LAURIE DEMONE) hereinafter called the "GRANTOR" of the One Part - and - LAURIE DEMONE
Reg. 4.05 P.M. March 20th,) of Cherryfield, in the County of Lunenburg, Province of Nova Scotia,
1962, on the certified) hereinafter called the GRANTEE of the Other Part. WITNESSETH that in
oath of a Witness.) consideration of One Dollar The Grantor hereby conveys to the Grantee
the lands described in the Schedule marked "A" hereto annexed. SCHE-

DULE "A" ALL that certain piece, parcel and lot of land situate, lying and being on the South West side of the North River Road, so called, at North River, in the County of Lunenburg, Province of Nova Scotia, more particularly bounded and described as follows:- BEGINNING at an iron post set thirty-three (33) feet from the center of the above mentioned Road and at the Eastern bound of land of Pearlle Demone; thence in a South Westerly direction along land of Pearlle Demone twelve (12) rods and seven (7) feet to an iron stake; thence in a South Easterly direction along land of Lorimer Demone nine (9) rods, eleven and one-half (11 1/2) feet to an iron stake set on the North West side of a private lane leading in to the home of Lorimer Demone; thence in a North Easterly direction along the private lane of Lorimer Demone sixteen (16) rods five (5) feet to an iron stake set thirty-three (33) feet from the center of the North River Road, so called; thence in a North Westerly direction along the several courses of the North River Road, so called, six (6) rods four (4) feet to the place of beginning, being a small piece of the land as was conveyed by Henry Demone to Lorimer Demone by Will dated June 21, A.D., 1926. THE GRANTOR covenants with the Grantee that the Grantee shall have quiet enjoyment of the lands, that the said Grantor hath a good title in fee simple to the lands and the right to convey them as hereby conveyed, that they are free from encumbrances and that the said Grantor will procure such further assurances as may be reasonably required. IN WITNESS WHEREOF the said parties to these presents have hereunto set their Hands and affixed their Seals the day and year first above written.

IN THE PRESENCE OF) (Sgd.) Lorimer Demone. (S)
(Sgd.) Elizabeth Kaulback)

PROVINCE OF NOVA SCOTIA, COUNTY OF LUNenburg S.S. ON THIS 12th day of April, A.D., 1961, before me, the subscriber, personally came and appeared Elizabeth Kaulback, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Lorimer Demone, one of the parties thereto, signed, sealed and delivered the same in her presence. (Sgd.) Hiram J. Carver,
A Commissioner of the Supreme Court of Nova Scotia.

28
No. 42. SALES CONTRACT
BURPEE L. HAMM ET AL
BY
TO
FIELDING & WYNN LIMITED
Reg. 9.01 A.M. March 21st,
1962, on the certified oath of
a Witness.

OIL HEATING EQUIPMENT AND SERVICE CONTRACT THIS AGREEMENT, made
this 9 day of March A.D., 1962 By and Between FIELDING & WYNN LTD.
(Srd.) (AMW) hereinafter called the "VENDOR" of the one part, and
BURPEE L. HAMM & MARGARET HAMM of the VILLAGE of NEW GERMANY in
the County of LUNenburg in the Province of NOVA SCOTIA hereinafter
called the "PURCHASER", of the other part. WITNESSETH that in
consideration of the covenants and agreements hereinafter contain-
ed the parties hereto covenant and agree as follows: 1. THE

VENDOR agrees to sell to the purchaser and the purchaser agrees to purchase from the vendor the following chattels, hereinafter referred to as "the property", viz.:-- ENTERPRISE FURNACE COMPLETE WITH NECESSARY CONTROLS & DUCT WORK INSTALLED for the cash price of \$760.00 plus ... tax, of which the sum of \$114.00 plus ... tax shall be paid in cash on ... and the balance of the cash price of \$646.00 plus interest at ~~6~~ 6% per annum, amounting to \$9690 making a total of principal and interest \$742.90 which shall be paid in 60 equal monthly installments of \$12.38 payable on the first day of each month commencing on FEBRUARY until the said purchase price is paid. Past due installments shall bear interest at the rate of Six Per Cent per annum. 2. THE TITLE TO, and ownership of, the property shall not pass to the purchaser but shall remain vested in the vendor until the entire purchase price and interest thereon (including the payment of any note or extension given or judgment secured) and all expenses including costs, as between solicitor and client, incurred by the vendor in connection with this agreement, shall have been paid in cash and until the purchaser shall have strictly fulfilled, observed and performed all of the terms, conditions and agreements herein contained. 3. SHOULD THE PURCHASER fail to make payment of any installment of the purchase price or to comply with any of the covenants and agreements herein contained or if the property be levied on under execution or other process, or in the event of any proceeding in bankruptcy being taken by or against the purchaser, or in the event of the death of the purchaser, or should the vendor deem itself insecure, then at the election of the vendor (notice of which election is hereby waived by the purchaser) the balance owing on the purchase price shall immediately become due and payable and the vendor may with or without legal process take immediate possession of the property and all attachments and equipment thereon, or appurtenant thereto, and, either concurrently therewith or otherwise, institute suit against the purchaser for the balance due on the said purchase price and/or on any note or notes given by the purchaser for any part of the said purchase price, or at the option of the vendor all payments previously made may be retained by the vendor as payment for the use of the said property up to that time and as liquidated damages for failure to fulfill all the terms of this agreement, and this agreement shall thereupon cease and determine. 4. UNDER NO CIRCUMSTANCES shall the property be regarded as having become affixed to realty so as to lose its character as a chattel. Any transfer of title to realty on which the property may be installed shall not affect the right of the vendor to repossess. To effect repossession the vendor shall have the right to sever the property from any realty to which it may be affixed and such realty shall be charged with such right of severance. 5. IN THE EVENT of the property being repossessed the vendor may make such repairs and replacements as it deems necessary in order to place the said property in a saleable condition. From the proceeds of any resale the vendor may deduct all expenses incurred in repossessing, repairing, replacing and/or reselling the said property and the balance of such proceeds shall be applied to the amount due hereunder. 6. REPOSSESSION, or any subsequent resale, of the property shall not affect the liability of the purchaser hereunder, except in the event of a resale the purchaser will be entitled to be credited with the net proceeds of such resale. 7. AFTER REPOSSESSION of the property the vendor may resell all or any part of it by private or public sale. The purchaser agrees that the vendor may be a purchaser at any public sale. Upon such resale the vendor may accept as part payment of the resale price any other property whatsoever at such trade-in valuation as the vendor, in its discretion, deems just. The proceeds of any such resale or resales, when actually realized and received in cash, after deduction of all costs of repair and all charges and expenses incurred in connection with the repossession, repair and resale of the property, including a selling commission of 10% of the resale price, shall be applied in reduction of the balance owing on the purchase price hereunder, and the purchaser shall be liable for any deficiency remaining unpaid. 8. THE SAID PROPERTY shall be installed by the vendor on the premises known as No. ... in the VILLAGE of NEW GERMANY in the Province of NOVA SCOTIA and more particularly described in the schedule annexed hereto. Such installation shall be without expense to the purchaser except that, upon completion of the installation, the purchaser shall pay any excess cost incurred by reason of rock, quicksand, water or other unusual conditions encountered when placing storage tanks and/or pipes either inside or outside the building on the said premises. The purchaser does hereby charge the said lands and premises with the balance of the purchase price remaining unpaid from time to time and interest thereon as aforesaid. In the event of any default in payment of the said purchase price or any part thereof, the vendor, in addition to all remedies herein provided, in an action at law, or a suit in equity, shall be entitled to a Declaration or order that the then unpaid balance constitutes a charge on the said lands and premises and the same be sold to satisfy the said charge in such manner and at such time as the court may direct. 9. THE PURCHASER agrees that the property shall not be removed from the said premises without the written permission of the vendor and that he will keep the property in as good condition as at the time of installation, reasonable wear and tear excepted. 10. AND INSURANCE coverage placed on the property by the said purchaser shall be for the benefit of and is hereby assigned to the vendor. The loss under any policy of insurance in respect to the property shall be payable to the vendor as its interest may appear. 11. THE LOSS, injury or destruction of the property shall not operate in any manner to release the purchaser from his liability hereunder or under any promissory note given for any part of the purchase price. 12. IN EXERCISING its rights hereunder the vendor or its agents may enter upon any lands and premises where the property may be, using such force as may be necessary for such purpose, and the purchaser expressly waives any action or right of action whatsoever against the vendor, its agents or employees, growing out of the exercising of the vendor's rights hereunder or otherwise. 13. THE PURCHASER expressly waives any action, cause of action, claim or demand which he may have by reason of any act which the vendor or its assigns may do or leave undone in connection with the repossession or an attempted repossession of the property under any of the provisions herein or in exercising any other of its rights hereunder, and hereby releases and discharges the vendor and its assigns, of and from all such actions, causes of action, claims and damages. 14. THE VENDOR guarantees the property for a period of one year from the date of installation, if used in accordance with instructions furnished by it. Any part or parts of the property which shall prove defective during such period will be repaired or replaced without charge. The vendor assumes no liability for failure of performance of the property due to any defective or improper condition of any personality or realty owned by the purchaser or other party, which the property may be connected with or installed on, or for any damage resulting from the sale, use, operation, failure to function or any inherent defect in the property. 15. THE VENDOR agrees to service the property for a period of one year from the date of installation without cost to the purchaser, but such agreement is subject to the stipulation that the purchaser will pay the vendor for any service, including labour and parts, necessitated through any cause for which the vendor is not responsible. 16. SHOULD THE property be repaired or altered other than by an authorized service man of the vendor, or be subjected to misuse, negligence or accidents, or should any appliance or attachment be used in connection therewith without the consent of the vendor, or should parts, or other supplies furnished by other than the vendor be used in connection with the property, or should any fuel oil be used other than that purchased from Irving Oil Company, Limited, then, in such case, the vendor shall not be liable hereunder nor shall the guarantee or service agreement hereunder apply. 17. ANY EMPLOYEE and/or agent of the vendor and/or contractor employed by the vendor, and/or any employee and/or agent of such contractor engaged in installing or servicing the property or any replacement or substitute therefor, or engaged in installing or servicing any part of the property, or any replacement, or substitute therefor, shall be the agent of the purchaser for that purpose. 18. THE VENDOR shall not be liable for any damage resulting from the sale, use, operation, inherent defect, or failure to function of the property, or of any replacement or substitute therefor, whether such