DATED SEPTEMBER 26th, 1949.

ROBERT EVELYN COOPER BROADBENT

-to-

OKANAGAN TRUST COMPANY

QUIT CLAIM DEED

E. C. WEDDELL, K.C.,
Barrister, etc.,
Kelowna, B.C.

LOT 15+17

Dated 8th JANUARY A.D. 1948

ROBERT EVELYN COOPER BROADBENT
and
CONSTANCE MOIRA BROADBENT

—TO—

THE RAINBOW RANCHE LIMITED

Chattel Mortgage

Clarke & Stuart Co. Ltd., Law Printers and Stationers
Vancouver, B.C. Form No. 7

FILLMORE & HAYMAN
BARRISTERS ETC.
KELOWNA B. C.

AFFIDAVIT OF WITNESS

"BILLS OF SALE ACT"

COUNTY OF YALE TO WIT:

I, Marybelle Ryan of Kelowna British Columbia make oath and say as follows:

1.—That the paper-writing hereunto annexed, and marked "A", is a true copy of a Bill of Sale and every Schedule or Inventory thereto annexed, or therein referred to, and of every attestation of the execution thereof, as made and given and executed by Robert Evelyn Cooper Broadbent & Constance Moira Broadbent & Constance Moira Broadbent

2.—That the Bill of Sale was made and given by the said Robert Evelyn Cooper Broadbent on the 16 day of July in the year of our Lord one thousand nine hundred and forty-eight.

3.—That I was present and did see the said Robert Evelyn Cooper Broadbent & Constance Moira Broadbent, in the said Bill of Sale mentioned, and whose name ~~is~~ are signed thereto, sign and execute the same on the said 16 day of July in the year aforesaid.

4.—That the said Robert Evelyn Cooper Broadbent and Constance Moira Broadbent at the time of making and giving the said Bill of Sale, resided and still resides ~~at~~ Okanagan Centre, British Columbia and then ~~was~~ and still ~~is~~ are retired and a housewife respectively.

5.—That the name "Marybelle Ryan" set and subscribed as the witness attesting the due execution thereof, is of the proper handwriting of me, this deponent, and that I reside at 1872 Riverside Kelowna British Columbia, and am

Subscribed to and sworn before me this 16 day of July A.D. 194 8 at the City of Kelowna in the Province of British Columbia.

Marybelle Ryan

R. M. Hayman

~~A Notary Public in and for the Province of British Columbia.~~
A Commissioner for taking affidavits within British Columbia.

Form No. 7. Chattel Mortgage to Secure Sum of. 9-47. Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

Chattel Mtg.

"A"

This Indenture,

as of made the 8th day of January in the year of our Lord one thousand nine hundred and forty-eight.

In Pursuance of the "Bills of Sale Act"

Between ROBERT EVELYN COOPER BROADBENT, retired, AND CONSTANCE MOIRA BROADBENT, his wife, both of Okanagan Centre in the Province of British Columbia,

hereinafter called the "Grantor," of the FIRST PART

AND

Insert full name, street address and occupation of Grantor and or Grantee.

THE RAINBOW RANCHE LIMITED, a company duly incorporated under the laws of the Province of British Columbia and having its chief place of business at Okanagan Centre aforesaid,

hereinafter called the "Grantee," of the SECOND PART.

WHEREAS each of the goods and personal chattels hereinafter referred to is the property of either or both of the persons referred to above as "Grantor"

NOW THEREFORE THIS INDENTURE

WITNESSETH that the said Grantor, for and in consideration of the sum of Two thousand ($2,000.00) - Dollars of lawful money of Canada to him 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** granted, bargained, sold and assigned and by these Presents **DOTH GRANT,** bargain, sell and assign unto the said Grantee, **ALL AND SINGULAR** the goods and personal chattels hereinafter particularly mentioned and described, and all and singular the goods and personal chattels which during the continuance of these Presents shall be brought on the premises hereinafter mentioned, ~~either in addition to or~~ in substitution for the goods and personal chattels hereinafter set forth, and all the right and interest of the said Grantor therein and thereto, which said goods and personal chattels may be more particularly described as follows:—

1 Indian Pile Carpet 12' x 9' (brown)	$400.00
1 Indian Pile Carpet 12' x 9' (blue)	400.00
1 4-piece Silver Teaset	300.00
1 Cutlery Canteen for 12 in fitted case (silver plate) by Alexander Clark, Sheffield. Comprises:- Large & small knives, Large & small forks, Soup & dessert spoons, Fish knives & forks, Dessert Knives & forks, Set of carvers, Sundries including 4 serving spoons, 2 butter knives & 2 ladles.	350.00
1 Large Sheffield Plate Tray, bought 1948 for £17 (antique)	60.00
3 Silver Cruet Sets	60.00
1 Dinette Suite (Buffet, Table & 8 chairs) new 1948 at $185.00	150.00
1 Smith-Corona Portable Typewriter new 1948 at $77.50	60.00
1 Small type Hoover cleaner as new	50.00
1 Set Copeland Spode Italian Blue Crockery comprising:- 8 Breakfast Plates, 8 Porringers with Plates, 6 small plates, 6 large, 6 small cups & saucers, Teapot, Coffee-pot & sundries.	120.00
2 new Slazenger Tennis Rackets, with Presses	50.00
1 Northern Electric Portable radio, 1948	25.00
2 Silver Cigarette boxes, $30. and $20.	50.00
Total	$2075.00

ALL WHICH said goods and personal chattels are in possession of the Grantor at that part of Lot Seventeen (17), Map Four thousand two hundred thirteen (4213) shown as Parcel "A" on a reference plan thereof prepared by Ernest O. Wood, British Columbia Land Surveyor from a survey thereof completed by him on the 5th day of June, 1948, being at Okanagan Centre in the Province of British Columbia.

TO HAVE AND TO HOLD all and singular the said goods and personal chattels unto the said Grantee **TO THE ONLY PROPER USE AND BEHOOF** of the Grantee FOREVER: **PROVIDED ALWAYS** and these Presents are upon this express condition, that if the said Grantor do and shall well and truly pay, or cause to be paid unto the said Grantee the full sum of Two thousand ($2,000.00) Dollars, with interest for the same at the rate of 5½% per centum per annum, from the 8th day of January, 1948 on the following days and times, that is to say:

The sum of $1,000.00 to be payable on the 1st day of March, 1949 and the same sum to be payable on the 1st day of November, 1949;
Interest at the rate aforesaid to be payable on the 8th days of January and July, commencing July 8th, 1948.

THEN THESE PRESENTS and every matter and thing herein contained, shall cease, determine, and be utterly void to all intents and purposes, anything contained to the contrary thereof in anywise notwithstanding.

AND the said Grantor shall and will warrant and forever defend by these Presents ALL AND SINGULAR the said goods and personal chattels by these Presents unto the said Grantee against him, the said Grantor, and against all and every person and persons whomsoever:

AND the said Grantor doth hereby COVENANT, PROMISE, and AGREE, to and with the said Grantee that the said Grantor, or some one of them, shall and will well and truly pay, or cause to be paid, unto the said Grantee the said sum of money, in the above proviso mentioned, with interest for the same as aforesaid, on the days and times and in the manner above limited for the payment thereof: **PROVIDED** that in default of payment of any of the payments or instalments hereinbefore mentioned, or any part thereof, the principal sum then unpaid and hereby secured shall become due and payable; **AND ALSO** that in case default shall be made in the payment of the said sum of money in the said proviso mentioned, or in the interest thereon, or any part of the principal or interest, or in case the said Grantor shall attempt to sell or dispose of or in any way part with the possession of the said goods and personal chattels, or any of them or to remove the same, or any part thereof, from the premises upon which they are now located, or suffer or permit the same to be seized or taken in execution without the consent of the said Grantee to such sale, removal, or disposal thereof first had and obtained in writing, or in case default shall be made in the performance of any of the covenants by the said Grantor in these Presents contained, or in case the Grantee shall feel unsafe or insecure or deem said goods and personal chattels in danger of being sold or removed, **THEN** in such case it shall and may be lawful for the said Grantee with his servant or servants, and with such other assistant or assistants as they may require, at any time during the day, to enter into and upon any lands, tenements, houses, and premises wheresoever and whatsoever where the said goods and personal chattels or any part thereof may be, and for such persons to break and force open any doors, locks, bars, bolts, fastenings, hinges, gates, fences, houses, buildings, enclosures and places for the purpose of taking possession of and removing the said goods and personal chattels; **AND** upon and from and after the taking possession of such goods and personal chattels as aforesaid, it shall and may be lawful, and the said Grantee and each and any one of them, is and are hereby authorized and empowered to sell goods and personal chattels, or any of them, or any part thereof, at public auction or private sale as to them, or any of them, may seem meet; **AND** from and out of the proceeds of such sale in the first place to pay and reimburse themselves all such sum and sums of money as may then be due by virtue of these Presents, and all such costs and expenses as may have been incurred by the said Grantee in consequence of the default, neglect or failure of the Grantor in payment of the said money, with interest thereon, as above mentioned, or in consequence of such sale or removal, as above mentioned, and in the next place to pay unto the said Grantor all such surplus as may remain after such sale, and after payment of all such sum or sums of money, and interest thereon, as may be due by virtue of these Presents at the time of such seizure, and after payment of all costs, charges and expenses incurred by such seizure and sale as aforesaid; **PROVIDED** that the said Grantee may, in default of any one of the payments or instalments hereinbefore mentioned, or any part thereof distrain for the whole principal sum then unpaid; **PROVIDED ALWAYS** nevertheless, that it shall not be incumbent on the said Grantee to sell and dispose of the said goods and personal chattels, but that in case of default of payment of the said sum of money, with interest thereon, as aforesaid, or any part thereof, it shall and may be lawful for the said Grantee peaceably and quietly to have, hold, use, occupy, possess, and enjoy the said goods and personal chattels, without the let, molestation, eviction, hindrance, or

THIS INDENTURE is given as collateral security for repayment of the sum of $2,000.00 and interest payable under and by virtue of a mortgage of lands dated the 8th day of January, 1948, and given by the said Robert Evelyn Cooper Broadbent to the Grantee in respect of the said part of Lot 17, Map 4213. It is agreed that default by the said Robert Evelyn Cooper Broadbent under the said mortgage of lands shall constitute default hereunder and thereupon all monies hereby secured shall at the option of the Grantee immediately become due and payable and all remedies competent to the Grantee upon default, including the power to take possession and of sale, shall be exercisable forthwith by the Grantee. Payment under the said mortgage of lands shall be deemed to be payment pro tanto hereunder.

interruption of the Grantor, or any other person or persons whomsoever; **AND** the said Grantor doth hereby further COVENANT, PROMISE and AGREE to and with the said Grantee that in case the sum of money realized under any such sale as above mentioned shall not be sufficient to pay the whole amount due at the time of such sale, that the said Grantor shall and will forthwith pay, or cause to be paid, unto the said Grantee all such sum or sums of money, with interest thereon, as may then be remaining due; as well also as all costs and expenses as may be incurred by any seizure.

AND the said Grantor doth put the said Grantee in full possession of the said goods and personal chattels by delivering to him these Presents in the name of all the said goods and personal chattels, at the sealing and delivery thereof; **AND** the said Grantor covenants with the said Grantee that he will, during the continuance of this mortgage, and any and every renewal thereof, insure the goods and personal chattels hereinbefore mentioned against loss or damage by fire in some insurance office (authorized to transact business in the Province of British Columbia) in the sum of not less than their full insurable value, and will pay all premiums and moneys necessary for that purpose, as the same become due; and will, on demand, assign and deliver over to the said Grantee the policy or policies of insurance and receipts thereto appertaining; **PROVIDED** that if on default of payment of said premium or sums of money by the Grantor the said Grantee may pay the same, **AND** such sums of money shall be added to the debt hereby secured, and shall bear interest at the same rate from the day of such payment, and shall be repayable with the sum hereby secured.

WHEREVER the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them (where the context or the parties so require.)

IN WITNESS WHEREOF the Parties to these Presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

Signature of Witness: Margbella Ryan

Street Address: 18 B Riverside Cre

City or Town: Kelowna BC

Occupation of Witness: Stenographer

Mira Broadbent

W E Wadbe

The Rainbow Ranches Limited

Jam Goldie

Director

THIS is the paper-writing marked the letter "A" referred to in Affidavit of Margbella Ryan

SWORN before me this 16th day of July A.D. 194 8

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I, ... of .....

..... of the .....
(State whether President, Secretary or Director) (Name of Corporation)

make oath and say as follows:—

1. That the paper-writing hereto annexed and marked "A" is a true copy of a bill of sale, and of *(or, when an original bill of sale is filed,* is a bill of sale together with) every schedule or inventory thereto annexed or therein referred to as made, given, and executed by the said .....
(Name of Corporation)

2. That I, as ..... of the said Corporation, being duly authorized
(State whether President, Secretary or Director)
so to do, did affix the seal of the said Corporation to the said bill of sale, did sign the said bill of sale as ..... of the said Corporation, and did duly deliver the said bill of sale
(State whether President, Secretary or Director)
as the act and deed of the said Corporation on the ..... day of ..... 194.....

3. That the head office or chief place of business of the said Corporation in British Columbia is situate at ..... in the said Province.
[State fully the whereabouts of the head office or chief place of business, such as street and number (if any).]

Subscribed to and sworn before me this .....day of .....194.....

.....
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking Affidavits within British Columbia.

AFFIDAVIT OF BONA FIDES FOR CHATTEL MORTGAGE
"BILLS OF SALE ACT"

COUNTY OF YALE

TO WIT:

I, James Goldie of the Okanagan Centre in the Province of British Columbia, Manager of the Grantee in the foregoing Bill of Sale by way of mortgage named, make oath and say; That Robert Evelyn Cooper Broadbent & Constance Moira Broadbent the Grantor in the annexed Bill of Sale by way of mortgage named, are justly and truly indebted to The Rainbow Ranche Limited the Grantee therein named in the sum of Two thousand ($2,000.00) Dollars mentioned therein.

That the said Bill of Sale by way of mortgage was executed in good faith and for the express purpose of securing the payment of the money so justly due or accruing due as aforesaid, and not for the purpose of protecting the Goods and Chattels mentioned in the said Bill of Sale by way of mortgage against the creditors of the Grantor therein named or of preventing the creditors of such Grantor from obtaining payment of any claim against the said Grantor

SWORN before me at the City of Kelowna in the Province of British Columbia, this 16th day of July A.D. 1948.

James Goldie

R. M. Hayman

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

THIS INDENTURE made in duplicate this Twenty-sixth day of September in the Year of Our Lord One thousand nine hundred and forty-nine between ROBERT EVELYN COOPER BROADBENT of Okanagan Centre in the Province of British Columbia, Orchardist, hereinafter called the Party of the First Part, and OKANAGAN TRUST COMPANY, a body corporate duly incorporated under the laws of the Province of British Columbia and having its Registered Office at the City of Kelowna in the Province aforesaid, hereinafter called the Party of the Second Part.

WITNESSETH that the said Party of the First Part for and in consideration of the sum of Seven thousand Dollars ($7,000.00) of the lawful money of Canada to him in hand paid by the said Party of the Second Part, at or before the sealing or delivery of these presents (the receipt whereof is hereby by him acknowledged) hath granted, released and quitted claim and by these presents DOTH GRANT, RELEASE, and QUIT CLAIM unto the said Party of the Second Part, all the estate, right, title, interest, claim and demand whatsoever both at law and equity or otherwise howsoever and whether in possession or expectancy of him the said Party of the First Part of, in, to or out of All and Singular those certain parcels or tracts of land and premises, situate, lying and being in the Vernon Assessment District in the Province of British Columbia and more particularly known and described as (Firstly) Parcel "A" (D.D.127756F) of Lot Seventeen (17), Reference Plan "B" Six thousand and sixty-two ("B"6062), Section Twenty-one (21), Township Twenty (20), Osoyoos Division of Yale District, Map Four thousand, two hundred and thirteen (4213) and (Secondly) Lot Fifteen (15), Map Four thousand, two hundred and thirteen (4213), being a subdivision of Part of Sections Twenty (20) and Twenty-one (21), Township Twenty (20), Osoyoos Division of Yale District.

TOGETHER with the appurtenances thereunto belonging or appertaining TO HAVE AND TO HOLD the aforesaid lands and premises with all and singular the appurtenances thereto belonging or appertaining unto and to the use of the said Party of

the Second Part, SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

WHEREVER the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the Parties hereto and each of them (where the context or the Parties so requires).

IN WITNESS WHEREOF the said Parties hereto have executed these presents the day and year first above mentioned.

SIGNED, SEALED and DELIVERED)
in the presence of)

Edmund Schwab
St. George's School
Vancouver BC
Schoolmaster

R E C Broadbent

a deed to lot 15 dated Sep. 24th 1949
was issued to Okanagan Trust Co.

We have no copy of this deed on file.

(Copy should be secured from Fillmore)

See letter from Trust Co. Oct 7th 49
acknowledging receipt of the deed.
and undertaking to pay the balance
of the Principal & interest and
also to protect our acct
for labour.

Original copy of
Broadbent 2nd Mortgage for
$2000 on Lot 17. south portion.
was given to Okanagan Trust Co.
for their records. on Mar 19th 1949
in the presence of Mr. Stubbs.

~~Lower plan per above~~

Reference plan "B" 6062

July. 23
Aug. 31
Sep. 26
$3300. for 80 days. 5½% - 39.78

LAND REGISTRY ACT.

FORM O. (SECTION 57 (*b*).)

For Maker of a Deed.

I HEREBY CERTIFY that, on the 3rd. day of October, 19 49 at the City of Vancouver, in the Province of British Columbia ROBERT EVELYN COOPER BROADBENT [~~whose identity has been proved by the evidence on oath of~~ _____, who is] personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at the City of Vancouver in the Province of British Columbia this THIRD day of October, in the year of our Lord one thousand nine hundred and forty-nine.

GORDON CAMERON CASTLEMAN NOTARY PUBLIC PROVINCE OF BRITISH COLUMBIA

Gordon Cameron Castleman

A Notary Public in and for the Province of British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

★ 5M-344-8316