

Transcript

10 Kidderminster
(No. 39)

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^{Hampson}
Mr. Thomas Pain the 2^d

— to —

Mr. William Rose

Mortgage

House, buildings and land situated
at The New House near Clebury &
Mortimer in the County of Salop.

Dated 17th June 1914

Mrs. Eliza Emily Rose

and others

to

Miss Annie Rose

Transfer of Mortgage
of Mr. & Mrs. Robert
Clebury Mortimer



WATERLOW & SONS, LIMITED,
LONDON WALL,
LONDON.



This Indenture

made the thirtieth

day of May one thousand eight hundred and ninety nine **Between** Thomas ^{Hampmond} Pain the Younger of the New House Farm, Cleobury Mortimer in the County of Salop Farmer of the one part and William Rose of Cleobury Mortimer aforesaid Clerk to the Guardians of the other part **Whereas** by an Indenture of Conveyance dated the twenty-fourth day of June one thousand eight hundred and sixty-three and made between John Holder Edward of the one part and Caroline Hammond of the other part for the consideration therein mentioned the hereditaments hereinafter described and intended to be hereby assured were granted and sold unto and to the use of the said Caroline Hammond her heirs and assigns for ever. **And Whereas** the said Caroline Hammond on the sixth day of August one thousand eight hundred and eighty-four borrowed from the said William Rose the sum of one hundred and fifty pounds and as security therefor gave him a promissory note for that amount and at the same time charged the repayment thereof on the hereditaments comprised in the hereinbefore recited Indenture of the twenty-fourth day of June one thousand eight hundred and sixty-three. **And Whereas** the said Caroline Hammond died a Spinster and Intestate on the sixteenth day of November one thousand eight hundred and eighty-six leaving the said Thomas ^{Hampmond} Pain party hereto for her heirs at law. **And Whereas** the said Thomas ^{Hampmond} Pain has been in receipt of the rents of the aforesaid hereditaments since the death of the said Caroline Hammond. **And Whereas**

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there is now due and owing to the said William Rose upon the security of the hereinbefore recited promissory note and equitable charge the before mentioned sum of one hundred and fifty pounds and a considerable arrear of interest. **And Whereas** for the purpose of more effectually securing the same the said Thomas ^{Hammond} Pain has at the request of the said William Rose agreed to execute these presents in manner hereinafter appearing.

Now this Indenture **witnesseth**, that in consideration of the sum of Two hundred and twenty-three pounds ten shillings now due and owing to the said William Rose as aforesaid the correctness whereof the said Thomas ^{Hammond} Pain hereby acknowledges the said Thomas ^{Hammond} Pain hereby covenants with the said W. Rose to pay to him on the thirtieth day of November next the sum of Two hundred and twenty-three pounds ten shillings with interest thereon in the meantime after the rate of Five pounds per centum per annum computed from the date of these presents and also so long after that day as any principal money remains due under these presents to pay to him interest thereon by equal half-yearly payments on the thirtieth day of May and the thirtieth day of November.

Provided always that if and whenever the half years interest for the said sum of Two hundred twenty three pounds ten shillings after the rate of four pounds per centum per annum shall be paid upon the half-yearly days hereinbefore appointed for payment of interest or within one calendar month thereafter the same shall be accepted in lieu

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of and in satisfaction for the interest after the rate
of five pounds per centum per annum payable for
that half year under the foregoing covenant in
that behalf but no claim for reduction should be
made under this clause in respect of any half
yearly payment of interest not made within the
time aforesaid. **And** this indenture also

Witnesseth that for the consideration aforesaid
the said Thomas ^{Hampton} Pain as beneficial owner hereby conveys
unto the said William Rose **All that** messuage or
tenement called or known by the name of "The Bear
House" with the garden, orchard and piece of land therunto
belonging called or known by the name of the "Sting"
containing by estimation half an acre be the same
more or less situate in the Parish and near the
town of Clebury Mottimer in the County of Salop
And also all that sting or piece or parcel of pasture
ground situate in the Parish and near to the town
of Clebury Mottimer aforesaid and immediately adjoining
the said meadow or piece of land hereinbefore firstly
described and containing by estimation one acre one
rood or thereabouts all which said hereditaments and
premises are now known by the more modern description
of **All those** three pieces or parcels of land with
cottage and outbuildings erected thereon situate in the
Parish of Clebury Mottimer in the County of Salop and
numbered respectively 1077, 1078, and 1079 on Sheet LXXX. 6
of the Ordnance Survey for the said Parish and
containing in the whole by such Survey two acres
and two perches or thereabouts now in the occupation of

James Tolley. To hold the same unto and to the
use of the said William Rose in fee simple **Provided**
always that if the said sum of Two hundred and
twenty-three pounds ten shillings with interest thereon
shall be paid on the thirtieth day of November next according
to the foregoing Covenants in that behalf the said
hereditaments and premises shall at the request and
cost of the said Thomas ^{Haymond} Pain his heirs or assigns be
reconveyed to him or them and the said Thomas ^{Haymond} Pain
hereby covenants with the said William Rose
that he the said Thomas ^{Haymond} Pain his heirs or assigns
will at all times during the continuance of this
security keep the messuage and buildings comprised
herein insured against loss or damage by fire in the
sum of one hundred pounds at least and will on
demand produce to him or them the policy of such
Insurance and the receipt for every premium in
respect thereof. **In Witness** whereof the said
parties to these presents have hereunto set their hands
and seals the day and year first before written. —

W. H. C. v.
W. H. C. v.
W. H. C. v.

Signed, sealed and delivered
by the said Thomas ^{Haymond} Pain &
the Younger in the presence of —

J. H. Pain

R. H. Caryl Robert
Sol^r
Clebury Mortimer.



1972 June 6th Received Twenty three Pounds ten
shillings on account of Principal secured by foregoing
Indenture

£ 23 . 10 . 0

W. Rose



This Indenture made the seventeenth

day of June One thousand nine hundred and fourteen ~~Between~~ Eliza Emily Rose widow John Rose clerk to the Guardians and John William Bathey Customs and Excise Officer all of Clebury Mortimer in the County of Salop (hereinafter called the Mortgagees) of the one part and Annie Rose of Clebury Mortimer aforesaid Spinster (hereinafter called the Transferee) of the other part

~~Whereas~~ the within named William Rose duly made his Will dated the thirteenth day of November One thousand nine hundred and thirteen whereby he appointed the Mortgagees Executors thereof ~~And~~ ~~Whereas~~ the said William Rose died on the eighteenth day of November One thousand nine hundred and thirteen without having revoked or altered his said Will which was duly proved by the Mortgagees in the Shrewsbury District Registry on the thirteenth day of January One thousand nine hundred and fourteen

~~And~~ ~~Whereas~~ the principal sum of Two hundred pounds now only remains owing on the security of the within written Indenture but all Interest thereon has been paid up to the date of these presents ~~And~~

Whereas the Transferee has agreed to pay to the Mortgagees the sum of Two hundred pounds on having a Transfer of the said Mortgage debt and the securities for the same in the manner hereinafter expressed.

Now this **Indenture** witnesseth that in consideration of the sum of Two hundred pounds to the Mortgagees paid by the Transferee on or before the execution of these presents (the receipts whereof the Mortgagees hereby acknowledge). The Mortgagees as Mortgagees hereby assign unto the Transferee the principal sum of Two hundred pounds secured by the within written Indenture and all interest hereafter to become due thereon and the benefit of all securities for the same **To hold** the same unto the Transferee absolutely **And** this **Indenture** also witnesseth that for the consideration aforesaid the Mortgagees as Mortgagees hereby convey unto the Transferee **And** the lands hereditaments and premises comprised in the within written Indenture **To hold** unto and to the use of the Transferee absolutely subject to such right or equity of redemption as is now subsisting therein under or by virtue of the within written Indenture **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written.

Signed sealed and delivered

by the before named Eliza Emily

Rose in the presence of

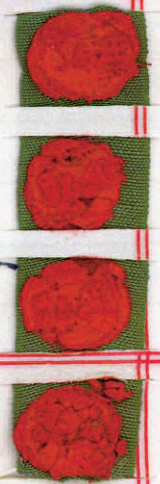
L Lane
L Leobury Mortimer

E. G. Rose

Rose

J. B. Patten

Domestic Servant.



Signed sealed and delivered
by the before named John
Rose in the presence of

P. Batley

Cleobury Mortimer
wife of J.W. Batley.



Signed sealed and delivered
by the before named John
William Batley in the presence

P. Batley.

of

Cleobury Mortimer
wife of J.W. Batley.

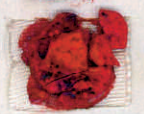
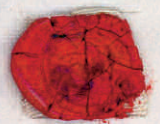
16

This Indenture made the   the ¹⁴ day of ^{January} One thousand nine hundred
and eighteen, between the within named Annie Rose of Cleobury Mortimer in the County of Salop
spouse of the one part and the within named Thomas Hammond Pairn of The New House
Cleobury Mortimer aforesaid farmer of the other part witnesseth that in consideration
of all principal money and interest secured by the within written indenture having
been paid (the receipt whereof the said Annie Rose hereby acknowledges) The said
Annie Rose as Mortgagee hereby conveys unto the said Thomas Hammond Pairn
(All the land and hereditaments comprised in the within written indenture) To
Hold the same unto and to the use of the said Thomas Hammond Pairn
in fee simple absolutely discharged from all principal money and interest
secured by and from all claims and demands under the within written indenture
In witness whereof the said parties to these presents have hereunto set their
hands and seals the day and year first before written.

Signed sealed and delivered by the
before named Annie Rose in the
presence of E. E. Rose,

A Rose.

Cleobury Mortimer
widow



[Handwritten scribbles in red ink]