

12th Oct^r 1753.

Mr. John Hughes
by the direction of Mr. Am
Smith -

to

Mrs. Bridget Laughon

Assignment of a Mortgage
term of 100 years in a certain
Mill Land & Premises at Badsay
for sum of £150 &c Int.

This Indenture Tripartite

made the twelfth day of October in the twenty seventh year of the Reign of our Sovereign Lord George the second by the grace of God of Great Britain France and Ireland King Defender of the faith and in the year of our Lord one thousand seven hundred and fifty three

Between Ann Smith of Badsey in the County of Worcester widow Relict and Seissee of Anthony Smith late of Badsey aforesaid Miller of the first part John Dughes of Evesham in the said County of Worcester Gardner of the second part and Bridget Laugher of Evesham aforesaid Spinster of the third part **Whereas** in and by a certain Indenture of Lease bearing date the thirteenth day of August in the year of our Lord one thousand seven hundred and forty seven made or mentioned to be made between the said Ann Smith by the name of Ann Smith of Badsey in the said County of Worcester widow and Relict of Anthony Smith then late of Badsey and Darlington in the said County of Worcester Miller deceased of the one part and the said John Dughes of the other part she the said Ann Smith for the Consideration therein mentioned did demise grant bargain and sell unto the said John Dughes **All** that one water corn Mill being formerly called two water corn Mills with the appurtenances together with the messuages Tenement or Dwelling house therunto adjoining and belonging commonly called or known by the name of Badsey Mills and all the hears Stones Cooks and Implements of in about and belonging to the same Mills and also all that piece or parcel of garden ground lying near unto the said Mills commonly called or known by the name of Swan's Piece being encompassed about with the Mill pound **And also** all those two pieces or parcels of Meadow ground lying near or adjoining unto the said Mills commonly called or known by the name of the Rats containing by Estimation two acres or thereabouts (be the same more or less) being encompassed about with the Brooks abutting thereon upon the Mill Bridge and Southward upon the floodgates and also all that one other small piece or parcel of ground then and now used for a garden lying near or adjoining to the said Mills having the Orchard theretofore of Richard Badsey on the East and a certain ground called the Storky then late in the possession of Clement Dugly Gentleman on the South side thereof **All** which said premises are situate in Badsey aforesaid and were formerly in the possession of Joseph Smith and late of the said Anthony Smith and then of Joseph Smith his son and now of the said Ann Smith and also all houses outhouses edifices Buildings Stables gardens Orchards Courts Yards woods Underwoods Trees hedges Ditches ways paths passages waters water courses fishing Streams ponds pound heads Banks and Stanks sluices floodgates floatshards Common easements profits Commodities and Advantages whatsoever to the said water corn Mill or Mills messuages or Tenement belonging or appertaining with the appurtenances and the Reversion and Reversions Remainder and Remainders thereof **Go hold** unto the said John Dughes his Executors Administrators and Assigns for the Term of one thousand years next ensuing and fully to be completed and ended at the Rent of a pepper corn if demanded but subject to a proviso therein contained for Redemption on payment by the said Ann Smith unto the said John Dughes of the sum of one hundred pounds and Interest on a certain day therein mentioned for payment thereof long here past as in and by the said rented Indenture whereunto Relation being had more at large may appear **And whereas** default was made in payment of the said sum of one hundred pounds at the time in the said Indenture claimed for payment thereof whereby the said Rent became absolute **And whereas** the said Ann Smith hath paid all Interest Money to the said John Dughes for the said sum of one hundred pounds unto the day of the date of these presents so that there is now due and owing to the said John Dughes on the said rented Indenture the said principal sum of one hundred pounds and no more of the said sum of one hundred pounds the said Bridget Laugher hath at the request of the said Ann Smith not only agreed to pay to the said John Dughes and to take an assignment of the premises but hath also lent advanced and paid unto the said Ann Smith the further sum of fifty pounds making together the principal sum of one hundred and fifty pounds **Now this Indenture Witnesseth** that for and in Consideration of the said sum of one hundred pounds of good and lawful Money of Great Britain to him the said John Dughes in hand paid by the said Bridget Laugher at or before the sealing and delivery of these presents (at the special instance and request and by the direction and appointment of the said Ann Smith testified by her being made party to and joining in the Execution hereof) the receipt whereof the said John Dughes doth hereby acknowledge and also in Consideration of the said further sum of fifty pounds of like lawful Money to her the said Ann Smith in hand also paid by the said Bridget Laugher at or before the sealing and delivery of these presents the receipt whereof the said Ann Smith doth hereby acknowledge (at the like instance and request and at the like direction and appointment of the said Ann Smith testified as aforesaid) **With** assigned transferred and severed and by these presents doth assign transfer and sever and also the said Ann Smith for the Consideration aforesaid hath granted bargained sold released ratified and confirmed and by these presents doth grant bargain sell release ratify and confirm unto the said Bridget Laugher **All** and singular the said water corn Mill or Mills messuages or Tenement and all hears Stones Cooks and Implements to the said Mills belonging and also the said two pieces of Meadow ground one piece of garden ground and all and singular other the premises herein before mentioned with their and every of their Rights Members and appurtenances and all the Estate Right Title Interest property Claim and Demand whatsoever as well the said John Dughes as the said Ann Smith of in and to the said premises and every or any part or parcel thereof with the appurtenances discharged of all exors and Equity or Redemption together with the said herein before rented Indenture **Go have and Go hold** the said Mills messuages Meadow ground and all and singular other the premises herein before mentioned and intended to be hereby assigned with their and every of their appurtenances unto her the said Bridget Laugher her Executors Administrators and Assigns from henceforth for and during all the rest and residue and Remainder of the said rented Term of one thousand years therein yet to come and unexpired at and under the Rent aforesaid **And** the said John Dughes doth hereby for himself his Executors and Administrators Covenant to and with the said Bridget Laugher her Executors Administrators and Assigns that he the said John Dughes hath not committed done or suffered any suit deed matter or thing whatsoever whereby or by Reason or Means whereof the said Term and premises hereby assigned or any part thereof are may or can be charged in peaches or numbered in the charge Estate or otherwise **Provided** always and these presents are with and upon this Condition and it is hereby declared and agreed by and between the parties unto these presents and it is their true intent and meaning that if the said Ann Smith her heirs Executors or Administrators or any or either of them do and shall pay and raise to be paid unto the said Bridget Laugher her Executors Administrators or Assigns the full sum of one hundred and fifty pounds of good and lawful Money of Great Britain together with Interest for the same at and after the rate of four pounds by the hundred for the year on the twelfth day of April next ensuing the date hereof without making any deduction or abatement whatsoever out of the same for or by reason of any suit matter Cause or thing whatsoever that then from and immediately after such payment made she the said Bridget Laugher her Executors Administrators and Assigns shall and will at the cost of the said Ann Smith her heirs or Assigns either Surrender and yield up these presents together with the said rented Indenture unto her the said Ann Smith her heirs and Assigns or else assign and transfer the then residue and Remainder of the said Term unto such person or persons as she the said Ann Smith her heirs or Assigns shall direct and appoint free and clear of and from all Incumbrances committed or to be committed or done by the said Bridget Laugher her Executors Administrators or Assigns **And** the said Ann Smith doth by these presents for herself her heirs Executors and Administrators and for every of them Covenant promise and agree to and with the said Bridget Laugher her Executors Administrators and Assigns and to and with every of them in manner and form following that is to say that she the said Ann Smith her heirs Executors or Administrators or some or one of them shall and will well and truly pay or raise to be paid unto the said Bridget Laugher her Executors Administrators or Assigns the said sum of one hundred and fifty pounds of good and lawful Money of Great Britain together with Interest for the same at and after the rate of four pounds by the hundred for the year on the twelfth day of April next ensuing the date hereof according to the true intent and meaning of these presents **And** lastly it is hereby declared and agreed to be the true intent and meaning of the said parties unto these presents that it shall and may be lawful to and for the said Ann Smith her heirs and Assigns to hold and enjoy the premises herein before mentioned until Breach shall be made in payment of the said sum of one hundred and fifty pounds and Interest contrary to the true intent and meaning of these presents without any suit or interruption of the said Bridget Laugher her Executors Administrators or Assigns **And Witnesseth** whereof the parties first above named to these present Indentures interchangedably have set their hands and Seals the day and year first above written

Ann Smith

John Dughes



Sealed and Delivered (being first
Duly Stampd) in the presence
of Tho. Ashfield
Elij. Ashfield

Received by me the within named John Hughes of and from
the within named Bridget Laughor the sum of one hundred
pounds in full of the Consideration Money within mentioned
to be paid by her to me I say received on the Day of the
Date of the within writton Indenture by me.

£
100.

Witness Tho. Ashfield
Elij. Ashfield

John Hughes

Received by me the within named Ann Smith of and from the within named
Bridget Laughor the sum of Fifty pounds in full of the Consideration Money
within mentioned to be paid by her to me I say received on the Day of the
Date of the within writton Indenture by me

50 £.

Witness Tho. Ashfield
Elij. Ashfield

Ann A J Smith
her mark

Recd 21 Oct 1754 six pounds
on year interest Bridget Laughor
Recd 10 Oct 1755 on year
interest six pounds for sister Laughor
Recd October 21 1756
one year interest Bridget Laughor