

Dated 23rd day of April 1851

Mr. Robert Lunn

to

Mr. Samuel Thorpe

Reconveyance

of Mills Messuage lands and
hereditaments situate at Badsey in the County of Worcester



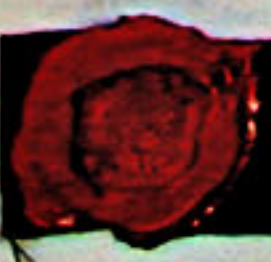
His Indenture



made the twenty eighth day of April One thousand eight hundred and fifty one between Robert Lunn of Norton in the parish of Norton and Stinchurch in the County of Worcester Gentleman of the one part and Samuel Thorpe of Macclesfield in the County of Cheshire Gentleman of the other part Whereas by indentures of lease and mortgage and Mortgage dated respectively on or about the eleventh and twelfth days of January One thousand eight hundred and nineteen and respectively made or expressed to be made between John Thorpe therein described as of the City of Coventry with Manufacture of the one part and Robert Lunn of Norton aforesaid Gentleman of the other part it was by the Indenture of Lease and Mortgage now in recital witnessed that for the considerations therein mentioned the said John Thorpe did grant bargain sell alien release direct limit appoint and confirm unto the said Robert Lunn and to his heirs and assigns All that half acre Mill then lately used as a Corn Mill but then converted into a Silt Mill (formerly called two Water Mills with the appurtenances) together with the Mortgage document or dwelling house thereto adjoining and belonging and commonly called

or known by the name of Radway Mills and all the heavy stones tools and implements belonging to the same Mills And also all that piece or parcel of garden ground lying near the said Mills commonly called or known by the name of the Ruans Not being encompassed about with the Mill pond 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 Ruans containing together by estimation ^{the same more or less} being encompassed about by the Brook abutting Northward upon the Mill bridge and Southward upon the Floodgates Together with the Silt Mills then lately erected thereon by the said John Thorpe near to the old Mill with the Wheels Machinery and appurtenances to the same belonging And also all that one small piece or parcel of Ground used as a garden lying near or adjoining to the said Mills having the Orchard formerly of Richard Sandway afterwards of Anthony Smith but then of the said John Thorpe on the East and next thereon and hereinafter described and a certain broad called ^{the same more or less} being encompassed about by the Brook abutting Northward upon the Mill bridge and Southward upon the Floodgates And also all that other piece or parcel of ground called the Orchard containing by estimation half an acre or thereabouts (were the same more or less) having a close or ground formerly of James Clark Esquire but then belonging to the perpetual lease of Radway for the time being called the Silt Mill on the South side the Barn and lands formerly of Mr. Alice Payne Esquire but then of on the North side and the last described piece of land or garden on the East side over which said last mentioned piece of ground in a part thereof there was then or formerly was a way or passage from the said Mills towards the Street and so back again All which said Mill Mortgage lands hereditaments and premises were situate lying and being in Radway aforesaid in the said County of Worcester and then lately in the occupation and possession of Anthony Smith but then of the said John Thorpe and James Atkins together with all and singular edifices buildings fixtures machinery mill ponds dams weirs floodgates banks right members and appurtenances to the said Mills Mortgage or Tenement land hereditaments and premises belonging To hold unto the said Robert Lunn his heirs and assigns to the only proper use and behoof of the said Robert Lunn his heirs and assigns for ever subject nevertheless to the power or condition for Redemption and reconveyance of the said hereditaments in the Indenture now in recital contained or payment by the said John Thorpe his heirs executors or administrators unto the said Robert Lunn his heirs executors or administrators or assigns of the sum of One thousand five hundred pounds with interest thereon at the rate in the days and times therein mentioned and appointed for payment thereof and in which payment default was made And whereas the said John Thorpe by his last will and testament in writing bearing date the twenty ninth day of June One thousand eight hundred and thirty three and in which he is described as of Green Hill cottage in the County of Worcester constituted and appointed his brother Thomas Thorpe therein described as of Green Hill cottage in the County of Worcester his Executor and Trustee and to him his heirs executors and assigns the said cottage gave and bequeathed all his real and personal estate and effects of every sort or kind to be held upon Trust for the purposes in the said will declared And the said Testator directed that the just money that came into the possession of his Executor from his effects that he or they did with it pay off and discharge the Mortgage on his freehold estate at Radway owing to Mr. Robert Lunn and when so cleared the said Testator directed that his Executor or Executors should hold that estate unto rents and profits deduct from his other estate and effects Upon the trusts and for the purposes and in manner in his said will particularly mentioned And whereas the said John Thorpe by a deed to his said in part recited will duly executed and attested and bearing date the twenty first day of May One thousand eight hundred and thirty four (after reciting that he had by his said will appointed his brother Thomas Thorpe his Executor and had appointed him to execute various trusts in his said will particularly pointed out) nominated and appointed his dear brother the said Samuel Thorpe an Esquire and Trustee of his said will with the like powers and authorities and as fully and effectually to all intents and purposes whatsoever as if he had been originally appointed by his said will And whereas the said John Thorpe departed this life on or about the twenty eighth day of May One thousand eight hundred and thirty four without having revoked his said will and Codicil which were duly proved in the Probate Court of Lancaster in the twenty fourth day of June One thousand eight hundred and thirty four by the said Thomas Thorpe and on the twenty first day of October following by the said Samuel Thorpe And whereas the said Thomas Thorpe and Samuel Thorpe or one of them in pursuance of the direction contained in the said will of the said John Thorpe duly paid off and discharged unto the said Robert Lunn the Mortgage the said Samuel Thorpe of One thousand and five hundred pounds and all interest due in respect thereof as appears by a Memorandum in writing under the hand of the said Robert Lunn the Mortgage dated the ninth day of December One thousand eight hundred and thirty four and endorsed on the said recited Indenture of Mortgage whereby the said Robert Lunn the Mortgage acknowledged the payment of all Principal and interest monies then due on the said security and undertook and agreed for himself his heirs executors and administrators to reconvey assign and transfer the said security and the hereditaments and premises therein mentioned unto the person or persons who should be entitled to the same under the will of the said deceased or whom he or they should appoint but no such conveyance has yet been made And whereas the said Robert Lunn the Mortgage departed this life on or about the sixth day of February One thousand eight hundred and forty seven leaving the said Robert Lunn party here to his eldest son and heir at law him surviving and having by his will dated the seventh day of July One thousand eight hundred and forty six which did not contain a devise of Trust Estates appointed his said the said Robert Lunn party here to and William Lunn Executors who in the month of May following duly proved the same in the Probate Court of Worcester And whereas the said Samuel Thorpe his Executor has deceased leaving the said Samuel Thorpe his Executor and assigns the said Samuel Thorpe as such surviving Trustee as aforesaid has called upon and requested the said Robert Lunn party here to have at law of his said Father the said Robert Lunn the Mortgage devised to reconvey the said hereditaments and premises comprised in the said heretofore in part recited Indenture of Mortgage unto him the said Samuel Thorpe in manner heretofore mentioned And whereas the said Robert Lunn party here to has acknowledged the receipt whereof he doth hereby acknowledge And the said Robert Lunn party here to as far as he lawfully can or may and according to his right and interest in the said hereditaments and premises and not further or otherwise Doth by these presents grant bargain sell release and convey unto the said Samuel Thorpe his heirs and assigns All and singular those the said Mills Mortgage or Tenement lands hereditaments and premises heretofore particularly described and comprised in and granted released appointed or otherwise agreed by the said recited Indenture of Lease and Mortgage of the twelfth day of January One thousand eight hundred and nineteen And all other the hereditaments if any comprised in the same Indenture with their and every of their rights covenants members and appurtenances And the same and every part thereof respectively To have and To hold the said Mills Mortgage lands hereditaments and premises hereby granted and conveyed with the appurtenances unto the said Samuel Thorpe his heirs and assigns freed and absolutely discharged of and from all Principal interest and other monies intended to be secured by the said recited Indenture of Mortgage and from all claims and demands in respect thereof To the use of the said Samuel Thorpe his heirs and assigns for ever But nevertheless upon and for the trusts intents and purposes in the said heretofore in part recited will of the said John Thorpe the said Samuel Thorpe his heirs and assigns that in the said Robert Lunn hath not at any time heretofore made done committed or suffered or been party or privy to any act deed matter or thing whatsoever whereby or by means whereof the said hereditaments and premises hereby granted and conveyed or intended to be or any of their appurtenances or any part thereof respectively are or can or may be released assigned surrendered impeached encumbered or otherwise prejudicially affected in any manner whatsoever In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

Robert Lunn



Memorandum that William Parker of Madley,
the purchaser of a portion of the Property comprised
in the within written Deed covenanted with
the Dean and Chapter of Christ Church Oxford the
purchaser of other portion of the within described
property to produce certain indentures dated
the 1st and 2nd May 1618 the within recited deed
of the 1st of January 1613 and ~~a certain deed~~ the
within written Deed to them & their
Successors Dated this 25 January 1641-

Wm Parker

Signed sealed and delivered by the within named Robert Sumner
in the presence of

Herbert New.
Solr Evesham