

Dated the 25<sup>th</sup> day of July - 1867.

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Mess<sup>rs</sup>. J. & E. Redgrave

# Mortgage

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Freehold Land Messuages Blacksmiths Shop  
and premises situate at Badsey in the  
County of Worcester for securing £120 and  
Interest

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to

John Unett Esq<sup>r</sup>.

Dated 31<sup>st</sup> December 1873

John Unett Esq

to

Mess<sup>rs</sup>. J. & E. Redgrave

# Reconveyance



# This Indenture

made the twenty fifth day of July — One thousand eight hundred and sixty seven Between John Redgrave of Birmingham in the County of Warwick Gentleman and Elisha Redgrave of Birmingham aforesaid Auctioneer of the one part and John Unitt of Birmingham in the County of Warwick Gentleman of the other part Whereas Samuel Oldaker late of Badoey in the County of Worcester Blacksmith deceased by his Will dated the ninth day of April One thousand eight hundred and thirty nine and proved in the Consistory Court of the Bishop of Worcester on the fifth day of October following gave and devised the two messuages Blacksmiths shop and premises hereinafter described to Trustees upon certain trusts for the benefit of his Wife Elizabeth his son Richard and his grandchildren as therein particularly mentioned And upon further trust by Mortgage of his Real Estate to raise and pay within twelve Calendar months after the decease of his said Wife the sum of forty five pounds to each of his Daughters Mary and Elizabeth And whereas the Testator Wife Elizabeth Oldaker died on the twenty fourth day of January One thousand eight hundred and sixty six and the said Testator had daughters

And whereas the said John Redgrave and Elisha Redgrave the Trustees for the time being of the said Will in order to enable them to pay the said legacies and to carry out the trusts of the said Will have pursuant to the power for that purpose in the said Will contained applied to the said John Unitt to lend them the sum of One hundred and twenty pounds which he has agreed to do upon having the repayment thereof with interest secured as hereinafter expressed Now this Indenture witnesseth that in consideration of the sum of One hundred and twenty pounds sterling paid by the said John Unitt on or before the execution hereof to the said John Redgrave and Elisha Redgrave the receipt whereof the said John Redgrave and Elisha Redgrave do hereby admit and acknowledge and therefrom do release and for ever discharge the said John Unitt his heirs executors administrators and assigns They the said John Redgrave and Elisha Redgrave pursuant to the power for this purpose contained in the herein before recited Will do and each of them do hereby grant and convey unto the said John Unitt and his heirs That messuage or tenement with the Blacksmiths Shop land and premises thereto belonging situate at Badoey aforesaid late in the occupation of Mary Oldaker and now of John Cornelius Simpson and also all that cottage or tenement with the land and appurtenances thereto belonging situate at Badoey aforesaid formerly in the occupation of Giles Dobson but now or late of John Rogers TOGETHER with all outgoings and burdens to which the said messuages or tenements and premises are or shall be subject together with the same premises belonging or appertaining And all the estate right title interest claim and demand both at Law and in Equity of that the said John Redgrave and Elisha Redgrave and each of them in or upon the same premises To have and to hold the said messuages or tenements Blacksmiths shop land and premises hereinafter granted and conveyed with their appurtenances unto the said John Unitt and his heirs To the Use of the said John Unitt his heirs and assigns forever Subject nevertheless to the proviso for redemption hereinafter contained namely Provided ALWAYS that if the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns shall on the twenty fifth day of January next pay to the said John Unitt his executors administrators or assigns the sum of One hundred and twenty pounds with interest for the same in the meantime after the rate of Five pounds per cent per annum without any deduction or abatement whatsoever except the Income tax then the said John Unitt his heirs or assigns will at any time thereafter upon the request and at the cost of the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns receive the said hereditaments and premises unto the said John Redgrave and Elisha Redgrave their heirs executors or as they shall direct free from all incumbrances by the said John Unitt his heirs executors administrators and assigns And the said John Redgrave and Elisha Redgrave do hereby for themselves their heirs executors and administrators covenant with the said John Unitt his heirs executors administrators and assigns that they the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns will pay unto the said John Unitt his executors administrators or assigns the sum of One hundred and twenty pounds and interest for the same after the rate aforesaid according to the aforesaid proviso for payment thereof respectively without any deduction (except as aforesaid) and that unless the said sum of One hundred and twenty pounds shall be paid on the said twenty fifth day of January next then they the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns will by equal half yearly payments on the twenty fifth day of January and the twenty fifth day of July in every year pay interest after the rate aforesaid on the said sum of One hundred and twenty pounds or so much thereof as shall for the time being be due And ALSO that they the said John Redgrave and Elisha Redgrave now have in themselves full power to grant and convey the said hereditaments and premises unto and To the Use of the said John Unitt his heirs and assigns in manner aforesaid And ALSO that if default shall be made in payment of the said sum of One hundred and twenty pounds and interest for the same or any part thereof it shall be lawful for the said John Unitt his heirs or assigns to enter into and upon the same hereditaments and premises and the same thenceforth to hold and enjoy and receive and take the rents issues and profits thereof without any interruption or disturbance from or by the said John Redgrave and Elisha Redgrave their heirs or assigns nor any other person or persons whomsoever And that free and discharged or otherwise by the said John Redgrave and Elisha Redgrave their heirs executors and administrators sufficiently waived defended and indemnified against all estates debts charges and incumbrances whatsoever And MOREOVER that they the said John Redgrave and Elisha Redgrave and their heirs and every other person having or lawfully or equitably claiming any estate or interest in the said premises or any part thereof will from time to time and at all times upon the request of the said John Unitt his heirs executors administrators or assigns but at the cost of the said John Redgrave and Elisha Redgrave their heirs executors or administrators execute and do all such assurances and acts for further or better assuring the said hereditaments and premises To the Use of the said John Unitt his heirs and assigns in manner aforesaid as by him or them or his or their Counsel in the Law shall be reasonably required And ALSO that the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns will keep the said messuages and buildings hereby conveyed insured against loss or damage by fire in some responsible Insurance Office for the sum of One hundred pounds at least Provided ALWAYS and it is hereby declared that the said John Unitt his executors administrators or assigns may at any time or times after the said twenty fifth day of January next without any further consent on the part of the said John Redgrave and Elisha Redgrave their heirs or assigns absolutely sell the said hereditaments and premises herebefore granted or otherwise assured or any part or parts thereof either together or in Lots and either by public Auction or private Contract and either with or without special or other conditions relative to title or otherwise with full power to buy in the said premises or any of them or to accept any Contract or Contracts for the sale thereof and to recall the same without being answerable for any loss or diminution of price which may be occasioned thereby and may do enter into and execute all such acts Contracts and assurances as the said John Unitt his executors administrators or assigns shall think fit and that upon a sale by any person or persons who shall not be deemed of the legal estate the person in whom the legal estate shall be vested shall execute and do all such assurances and acts for carrying the same into effect as the person or persons by whom the sale shall be made shall direct Provided ALSO and it is hereby declared that the said John Unitt his executors administrators or assigns shall not execute the power of sale herebefore contained until he or they shall have given to the said John Redgrave and Elisha Redgrave their heirs executors administrators or assigns or left on the said premises a notice in writing to pay off the monies for the time being owing on the security of these presents and default shall have been made in such payment for three calendar months after giving or leaving such notice or until the whole or part of some half yearly payment of interest shall have become in arrear for three calendar months Provided ALSO that upon any sale purporting to be made in pursuance of the aforesaid power no purchaser shall be bound to enquire whether either of the cases mentioned in the clauses lastly recited have happened nor whether any money remains upon the security of these presents nor as to the propriety or regularity of any such sale and notwithstanding any imperfection or irregularity whatsoever in any such sale the same shall as regards the purchaser or purchasers be deemed to be within the aforesaid power and be valid accordingly And it is hereby declared that the receipts of the said John Unitt his executors administrators or assigns for the purchase money of the premises sold or any part thereof shall effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application or being accountable for the misapplication or nonapplication thereof And that the said John Unitt his executors administrators or assigns shall hold the monies to arise from the sale or sales as aforesaid Upon Bills in the first place to pay and retain the cost the expenses attending such sale or sales or otherwise in relation to the premises and in the next place to apply such monies in or towards satisfaction of the monies which shall then be due on the security of these presents and then to pay the surplus (if any) of the said monies or to arise as aforesaid unto the said John Unitt his heirs or assigns And that the aforesaid power of sale and other powers may be exercised by any person or persons for the time being entitled to receive and give or discharge for the monies then owing on the security of these presents Provided ALWAYS that the said John Unitt his heirs executors administrators or assigns shall not be answerable for any involuntary losses which may happen in the exercise of the aforesaid powers and trusts or any of them In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

John Redgrave



Elisha Redgrave





1774




# This Indenture

made the thirty first day of December One thousand eight hundred and seventy three **Between** The within named John Unett of the one part and The within named John Redgrave and Elisha Redgrave of the other part **Whereas** the said John Redgrave and Elisha Redgrave are desirous of paying off the within mentioned sum of One hundred and twenty pounds (all Interest having been paid up to the date hereof) and of having a Reconveyance of the messuages Cottages or Tenements Blacksmiths Shop land hereditaments and premises within comprized in manner hereinafter appearing **Now** this Indenture **Witnesseth** that in consideration of One hundred and twenty pounds Sterling by the said John Redgrave and Elisha Redgrave to the said John Unett paid on the execution of these presents the receipt whereof the said John Unett doth hereby acknowledge He the said John Unett doth hereby grant and convey unto the said John Redgrave and Elisha Redgrave and to their heirs **And** singular the messuages Cottages or Tenements Blacksmiths Shop land hereditaments and premises comprized in and conveyed by the within written Indenture Together with all rights members and appurtenances to the same belonging **And** all the Estate right title interest use trust possession property claim and demand whatsoever both at law and in Equity of him the said John Unett of in to or out of the same premises **To** have and to hold the said messuages lands hereditaments and premises unto the said John Redgrave and Elisha Redgrave and their heirs **To** the same uses upon the same Trusts and to and for the same ends intents and purposes as are declared and expressed by the will of Samuel Oldaker in the within written Indenture recited **And** the said John Unett for himself his heirs executors and administrators doth hereby covenant with the said John Redgrave and Elisha Redgrave and their heirs that he the said John Unett hath not at any time herebefore made done or executed any act deed matter or thing whereby the said messuages lands hereditaments and premises or any part thereof are or shall or may be charged incumbered or prejudicially affected in Title Estate or otherwise howsoever **He witnesseth** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the said John Unett in the presence of

Charles Chapman  
 Esq. York.  
 Servant to J. Unett Esq.

John Unett 

Received the day and year first above written of and from the above named John Redgrave and Elisha Redgrave the sum of One hundred and twenty pounds being the consideration money above mentioned to be by them paid to me. £ 120

Witness  
 Charles Chapman

John Unett



Received on the date of the within written Indenture from  
the within named John Unett the sum of One hundred and } £120.  
twenty pounds as within expressed . . . }

Witness to the signing  
by John Redgrave }

Geo. Page

Witness to the signing  
by Elisha Redgrave }

W. J. Page

John Redgrave

Elisha Redgrave

Signed Sealed and Delivered by the within named }  
John Redgrave in the presence of . . . }

Geo. Page

Solr. Birmingham

Signed Sealed and Delivered by the within named }  
Elisha Redgrave in the presence of . . . }

Wm. J. Page

Clerk to Messrs Unett & Page

Solr. Birmingham.