

1902

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Abstract of the Title

of
M^r. John Sedens to and
his heirs, assigns and who
heretofore at this day in
the County of Nevada

1902

W. P. Green
Agent for title
Company

Abstract of the Title

~~to the property of~~
Mr. John Klens, to two messuages cottages and other hereditaments at Bulsey in the County of Worcester

27th October 1877 By Indenture of this date made between Alfred Berrington of 22 Lake Street Chicago in the United States of America Hotel Keeper but then temporarily residing in Croxham in the County of Worcester of the one part and Thomas Walter Guen of Croxham aforesaid Perfector

107
Original produced by Messrs
Hunters & Co Solicitors
the 3rd Sept 1877
Received of Jacques
the 17/16

Reciting that by an Indenture dated 29th September 1877 and made between John Redgrave and Clotha Redgrave of the first part John Oldaker of the 2nd part said A Berrington of the 3rd part and George Henry Garrard of the 4th part for the valuable consideration therein mentioned the messuage cottage Blacksmiths Shop and other hereditaments hereinafter described and intended to be thereby appointed granted released were granted released conveyed and confirmed unto said A Berrington and he have to such uses after such trusts and for such ends intents and purposes as said A Berrington should by any deed or writing with or without power or revocation now appointment from time to time direct limit or appoint And in default of such direction limitation or appointment and so far as the same if incomplete should not extend to the use of the said A Berrington and his assigns during his life without impairment of waste with remainder to the use of the said G H Garrard his Executors Administrators during the life of his widow for the said A Berrington his assigns with remainder to the use of the said A Berrington his heirs assigns for ever

And reciting that said A Berrington had through the Medium of a Sale by Public Auction contracted agreed with the said J W Guen for the absolute sale to him of said Messuage cottage Blacksmiths Shop and other hereditaments and the fee simple unincumbered thereof in possession free from incumbrances at the price of £160

It was by abstracting Indenture Witnessed that in consideration of £160 to the said A Berrington paid by said J W Guen (receipt acknowledged)

The said A Berrington in exercise of the aforesaid power given to him by the aforesaid recited Indenture of every other power enabling him in

that behalf Did by abstracting deed direct limit and appoint that
All and singular the said Messuige Cottage Blacksmith
Shop and other hereditaments with their appurtenances -
whereafter described and intended to be thereby -
granted and released

Should thenceforth go remain and be

To the use of the said J. W. Green his heirs assigns for ever
It was by abstracting Indenture further Witnessed that in further
pursuance & after the consideration aforesaid

He said A. Beverington Did by abstracting presents grant release & conveyance
unto the said J. W. Green this tenor

All that Messuige or Tenement with the Blacksmith
Shop premises thereto belonging situate in Badsey in
the County of Worcester then late in the occupation of
Mary Colaker afterwards of John Cornelius Simpson
late of David Walker then void

And also All that cottage or Tenement with
the land and appurtenances thereto belonging situate
adjoining the hereditaments theretofore described at
Badsey aforesaid formerly in the occupation of Giles -
Lollins afterwards of Oliver Rogers then void

And all other of any the hereditaments at Badsey
aforesaid comprised in the thencebefore recited Indenture
Together with all houses &c

And all the Estate &c

To hold the same unto said J. W. Green his heirs

To the use of said J. W. Green his heirs assigns for ever
Declaration in bar of Dower

Covenant by said A. Beverington with said J. W. Green

That he had good right to convey

For quiet enjoyment

Free from incumbrances

For further assurance

Executed by both parties recited.

Receipt for consideration money endorsed signed and
witnessed

20th June 1854 By his Will of this date said Thomas Walter Green

Bequeathed to his Wife Ann Green an annuity of £50 for the term of her life to be payable to her in half yearly portions the first of such portions to be paid at the end of 6 calendar months from his decease

And Executor subjected charged and made chargeable

All his Real personal Estate with payment of same

And Executor

Gave devised and bequeathed to his Son Thomas Walter Green and his daughter Mary Ann Cox the Wife of Frederick Cox

Property not the subject of this abstract

And

All the real residue of his real and personal Estate affects whatsoever wheresoever subject to payment of the said annuity

Executor gave devised & bequeathed

unto his son daughter in equal shares as Tenants in Common

And Executor appointed his Son said Thomas Walter Green and his Son in Law the said Frederick Cox Executors of his said Will

Signed by the said Executor attested by two Witnesses

31st March 1855 The said J W Green the Executor died

22nd August 1855 Will proved in the District Probate Registry of Her late Majesty's High Court of Justice at Worcester by said J W Green & F. Cox the Executors therein named as to Mortgage of her half share in the property the subject of this abstract by Mrs Mary Ann Cox

15th September 1855 By Indenture of Statutory Mortgage of this date made between the said Mary Ann Cox then deceased as the Wife of Frederick Cox of Cambra Road in the Borough of Croyham in the County of Worcester Green of the one part and Albert William Birch and Thomas Cox both of the Borough of Croyham aforesaid Solicitors and Co-partners of the other part

Reciting the heretofore abstracted Will of the said J W Green deceased It was by the now abstracting Indenture Witnessed that in consideration

of £50 paid to the said M. A. Cox by the said A. W. Byrch and J. Cox out of monies belonging to them on a joint account (receipt acknowledged)

The said M. A. Cox as Mortgagee and as beneficial owner thereby - conveyed to the said A. W. Byrch & J. Cox

All that the one half part or share of her the - said M. A. Cox under the said rented Mill of the said J. W. Green deceased of and in all and singular the - hereditaments appertaining and in and about the - schedule thereto and of and in the proceeds thereof and of and in all other if any the Real and Personal - Estate of the said J. W. Green deceased and the profits thereof and the investments representing the same

To hold as to the hereditaments comprised in the second part of the schedule thereto (which included the property the subject of this Abstract)

Unto and to the use of the said A. W. Byrch and J. Cox in fee simple for securing payment on the 13th March 1899 of the principal sum of £50 as the Mortgage money with interest thereon at the rate of 4.5% per annum

The Schedule theretofore referred to

(First part)

Property not the subject of this Abstract

(Second part) inter alia

The Property the subject of this Abstract

Executed by the said M. A. Cox attested

10th February 1899 By Indenture of this date made between the said M. A. Cox of the one part and the said Albert W. Byrch & Thomas Cox of the other part supplemental to the last abstracted Indenture

Reciting that said £50 secured by last abstracted Indenture remained owing but all interest for the same had been paid up to date of these presents

And Reciting agreement for further loan of £40

(4)

It was by abstracting Indenture Witnessed that in consideration of £90 paid to said M. A. Cox by said A. W. Dyck & J. Cox out of monies belonging to them on a joint account (receipt acknowledged)

Covenant by said M. A. Cox with said A. W. Dyck & J. Cox that she would on 10th August next pay to said A. W. Dyck & J. Cox £90 with interest for the same or the mesne time at the rate of 5% per annum and for payment of interest at same rate thereafter half yearly

It was by abstracting Indenture also Witnessed that for the consideration aforesaid

The said M. A. Cox as beneficial owner thereof further charged her said share and the said hereditaments and premises comprised in the before-abstracted Indenture of the 13th Sept 1898 thereby mortgaged with the payment of the said sum of £90 interest as well the said sum of £50 interest secured by the before abstracted Indenture making a total aggregate principal sum of £140

Executed by the said M. A. Cox witnessed

26th April 1900 By Indenture of this date made between the said M. A. Cox of the one part and the said A. W. Dyck & J. Cox (hereinafter called the Mortgagees) of the other part supplemental to the before abstracted Indentures of the 13th September 1898 and 10th July 1899 and also to an Equitable Charge dated 4th August 1899 by the said M. A. Cox of the said share and property for securing - - payment to the Mortgagees of the further sum of £10 interest

Reciting that the said sums of £90 £90 making £180 remained owing to the Mortgagees on the security of the before abstracted Indentures & Charge but all interest thereon had been paid to the date of their presents

And reciting agreement for further loan of £30

It was by abstracting Indenture Witnessed that in consideration of £30 paid by the Mortgagees out of monies belonging to them on a joint account to the said M. A. Cox (receipt acknowledged)

Covenant by the said M. A. Cox with the Mortgagees for payment of £30 on 26th October then next with interest at the rate of 5% per annum and for payment of interest thereafter half yearly

It was by the now abstracting Indenture further Witnessed that in consideration of the promises

The said in a box covenanted with the Mortgagees and as Beneficial owner declared that

All and singular the share indentments promises comprised in the before abstracted Indentures and Charge of 13th September 1878 10th Febry 1879 and 4th August 1879 thereby respectively mortgaged

Should be a security for charged with the payment to the Mortgagees of as well the said sums of £50 £90 & £10 making a total sum of £150 interest as the said sum of £30 interest according to the foregoing covenant and making a total - aggregate principal sum of £180

It was by the Abstracting Indenture also Witnessed that for the consideration aforesaid

The said in a box as Beneficial owner thereby conveyed and assigned unto the Mortgagees

A Policy of Assurance not the subject of this abstract

Usual Proviso for redemption or payment of £150 interest
Other usual mortgage provisions

executed by the said in a box ~~referred~~

Debt 2/1000
March 1901 £30 paid off principal sum

14th December 1901 By Indenture of this ^{date} entered in the before abstracted Indenture of the 20th day of April 1900) made between the said A W Byrd & S box of the one part and the said J box of the other part

Reciting that said principal sum before mentioned were still owing to said A W Byrd & S box with an arrear of interest

And Reciting agreement for transfer to said J box from said A W Byrd & S box

It was by abstracting Indenture Witnessed that in consideration of £100 to the said A W Byrd & S box then paid by the said J box (receipt acknowledged)

The said A W Byrd & S box as Mortgagees thereby assigned unto the said J box

The said principal sums secured by the before - abstracted Indentures of Mortgage and further Charge and Obligable Charges with interest thereon

To hold the same

unto the said Thomas box absolutely

It was by the abstracting Indenture also Witnessed that for the consideration
aforesaid

The said Wm Byrd & box as Mortgages thereby conveyed unto the
said J box

All the share of the said Wm A box under the
Mill of the said J W Green deceased and all other
the hereditaments and promises comprised in the said
Indenture of the 13th September 1791

To hold as to the hereditaments the subject of this abstract

unto and to the use of the said J box in fee simple -
subject to such right or equity of redemption as was then -
subsisting therein

Executed by both parties aforesaid

As to the whole of the Property

2nd August 1792 By Indenture of this date made between said Wm Green (Mortg of -
17-6 Estator Thomas Miller Green deceased) of the 1st part said J W Green of the 2nd
part said Mary Ann box of the 3rd part said Thomas Miller Green & Frederick
box of the 4th part

Reciting the heretofore abstracted Mill of the said J W Green deceased
his death & proof of his said Mill his devise of the property the subject
of this abstract at the time of his death in fee simple in possession free
from encumbrances that the heretofore Legacies and Stock in trade & good
will given by the said Mill had been long since respectively paid and
received & provision of the said Estator's Marriage Expenses had long since
been received by the said J W Green party thereto (hereinafter called Thomas
Miller Green the Son)

And reciting that it had been agreed between the parties thereto that
abstracting presents should be entered into for the purpose of winding up as
far as might be the trusts of the Mill and Estate of the said Estator
and that the said Wm Green should release the hereditaments described
in the first second Schedule hereunder written to the said and
Personal Estate of the said Estator and the other parties thereto & their

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Original found at
17-6
H. H.
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their Estates and effects from the said annuity of £50 and all payments on account thereof for the considerations thereafter appearing

It was by the abstracting Indenture Witnessed that in pursuance of said agreement in consideration of the sum of £174 then paid by the said J. W. Green the Sen & M. A. Sen in equal shares of £87 each and as to the said M. A. Sen out of moneys belonging to her separate Estate to the said Ann Green (receipt acknowledged) also in consideration of the provisions of abstracting presents as to the hereditaments contained in the second Schedule hereunder written thereafter contained

She the said Ann Green did by abstracting presents thereby absolutely and irrevocably remise release quit claim & for ever discharge

All and singular the messuages cottages lands and other hereditaments mentioned and comprised in the 1st & 2^d Schedules hereunder written

And also all other the Real & personal Estate of the said Testator the said J. W. Green the Sen & M. A. Sen the said J. W. Green the Sen & M. A. Sen as the said - Executors of the said Will each of them and the Real & personal Estate of each every of them

Of & from the said annuity of £50 so given & bequeathed to her by the said Will as aforesaid & of & from all payments on respect thereof whether then due or to become due & of & from all liability to contribute thereto & from all claims demands on respect thereof whether present or future

and it was thereby declared agreed by statute the parties thereto that as from the date of abstracting presents and thereafter during the term of her natural life the said Ann Green should be entitled to use and occupy the said messuages and hereditaments described in the second Schedule not the subject of this abstract

The first Schedule above referred

First part

Property belonging to the said J. W. Green the Sen & M. A. Sen in equal shares
Inter alia The heretofore abstracted premises situate at Badsey in the County of Worcester then in the occupation partly of William Hoyle Thatchery and

Second part

Property not the subject of this abstract

8

The second Schedule above referred to

Property not the subject of this abstract

5th August, 1902.

BY INDENTURE of this date made between the said Thomas Walter Green of (the Son) of the first part the said Mary Ann Cox of the second part the said Thomas Cox of the third part the said Thomas Walter Green and Frederick Cox of the fourth part and John Idiens of High Street in the Borough of Wrexham aforesaid Merchant of the fifth part.

RECITING the hereinbefore abstracted Will of the said T. W. Green deceased his death on March 31st. 1888 and Probate of his Will on August 22nd. 1888.

AND RECITING that the said T. W. Green (the Son) and M. A. Cox had agreed with the said John Idiens for the sale to him for the sum of £100 of the hereditaments hereby assured in fee simple in possession free from incumbrances

AND RECITING the hereinbefore abstracted Indenture of the 2nd. Aug 1902

AND RECITING that the said T. W. Green (the Son) was then seized of or otherwise well entitled in fee simple in possession free from incumbrances to one undivided moiety or equal half part or share of the hereditaments thereby assured and the said M. A. Cox was also entitled in fee simple in possession to the remaining one undivided moiety or equal half part or share of the said hereditaments thereby assured but subject with other hereditaments to the sum of £100 and upwards being principal sum and interest then due and owing to the said T. Cox on the security of said hereditaments thereby assured with the said other hereditaments and secured by Indentures and Charge specified in first Schedule thereunder written.

AND RECITING that said T. Cox having other sufficient security for said Mortgage debt owing to him as aforesaid had agreed to join in abstracting presents in manner thereafter appearing.

AND RECITING that it had been also agreed that the parties thereto of fourth part as the Executors and Personal Representatives of said Testator should join in these presents for the purpose of confirming the said sale.

IT WAS BY THE ABSTRACTING INDRE WITNESSED that in pursuance of the said Agreement and in consideration of £100 then paid by said J. Idiens in manner following viz:- £50 one half thereof to said T. W. Green (the Son) and £50 the other half thereof at the request of the said T. Cox to the said M. A. Cox (next friend)

THE said parties thereto of the first, second, and third parts (the said T. W. Green the son as beneficial owner as regarded one undivided moiety of the hereditaments thereby assured and the said T. Cox as Mortgagee at the request of the said M. A. Cox and the said M. A. Cox as beneficial owner as regarded the remaining undivided moiety thereof

DID and each of them Did thereby respectively release convey and confirm and the said parties thereto of the fourth part as the Personal Representatives of the said Testator Thomas Walter Green deceased thereby confirmed unto the said J. Idiens.

ALL THOSE two messuages or cottages and outoffices with the stable and other out buildings garden and

Recd first sub scriber
T.W.
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appurtenances thereto adjoining and belonging situate and being in the parish of Badsey in the County of Worcester formerly in the occupation of David Walker and Oliver Rogers and then or late occupied by William Keyte and John Keyte as tenants thereof.

T O H O L D the same unto and to the use of the said John Idiens in fee simple freed and wholly discharged from all principal monies and interest intended to be secured by and from all claims and demands under the Indentures of Mortgage and the Charge specified in the first Schedule thereunder written and from any or either of them.

S T A T U T O R Y Acknowledgment in usual form by the said T. Cox and M. A. Cox of the right of the said J. Idiens to the production of the documents specified in the first Schedule thereto and to delivery of copies thereof and

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U N D E R T A K I N G by the said M. A. Cox with the said J. Idiens for the safe custody of the same documents.

S T A T U T O R Y Acknowledgment and Undertaking in usual form by said T. W. Green (the Son) and M. A. Cox for production delivery and of copies and safe custody of the documents specified in the second Schedule thereto.

THE FIRST SCHEDULE thereinbefore referred to.

13th. September, 1898.)
10th. February, 1899.)
26th. April, 1900.)
4th. September, 1900.)
14th. December, 1901.)

The hereinbefore recited Indentures and Charge of these dates.

THE SECOND SCHEDULE thereinbefore referred to.

End. August, 1902. The hereinbefore recited Indenture of Release of this date.

EXECUTED by the said T. W. Green, M. A. Cox, T. Cox, and F. Cox and attested.