

Dated 23rd October 1902

Messrs John Idiens
Sons Ltd and Another

to

The Refuge Assurance
Company Limited

Mortgage

IN FEE

of a plot of land and two messuages
thereon situate in Badsey in the
County of Worcester to secure the
repayment of £100 and interest.



His Indenture

12/6
M
25/20

made the
twenty-third
day of October
One thousand

nine hundred and two Between John Idiens of
Wickhamford in the County of Worcester Merchant of the
first part and John Idiens and Sons Limited
being a duly incorporated company having a
registered office situate at No. 89 High Street Evesham
in the County of Worcester (hereinafter called the
Mortgagors) of the second part and The Refuge
Assurance Company Limited being a duly
incorporated company having a registered office
situate at St Oxford Street in the City of Manchester
(hereinafter called the Mortgagees) of the third part

Whereas by an Indenture made the Fifth day of
August One thousand nine hundred and two between
Thomas Walter Green of the first part Mary Ann Cox
of the second part Thomas Cox of the third part the
said Thomas Walter Green and Frederick Cox of the
fourth part and the said John Idiens of the fifth
part the plot of land messuages cottages and
dwellinghouses hereditaments and premises herein
after described and intended to be hereby assured
were conveyed unto and to the use of the said John
Idiens in fee simple And whereas the name of
the said John Idiens was inserted in the heretofore



recited Indenture as a Trustee only for
and on behalf of the Mortgagors and
with the intention that subsequently
thereto a conveyance of the said land
and premises should be executed by the
said John Edens to the Mortgagors and
the sale and purchase effected by the hereinbefore
recited Indenture was carried through on behalf
of and the purchase moneys therein stated to be
paid to the Vendors mentioned in such Indenture
were provided by the Mortgagors and not by the
said John Edens all of which the said John Edens
and the Mortgagors respectively admit and do
acknowledge And whereas the Mortgagors have
since the date of the hereinbefore recited Indenture
personally collected and been in actual personal
receipt of the rents profits and issues arising
therefrom but no such conveyance as aforesaid
has yet been executed And whereas the
Mortgagees have agreed to lend to the Mortgagors
the sum of one hundred pounds upon having
the repayment of the same with interest thereon
at the rate hereinafter mentioned secured in
manner hereinafter appearing and the Mortgagors
have requested the said John Edens to join in
these presents which he has agreed to do for the
purpose and in manner hereinafter appearing
View this Indenture witnesseth that in
pursuance of the said agreement and in consideration

of the sum of One hundred pounds now
paid to the Mortgagors by the Mortgagees at the
request and by the direction of the said John Adams
(of which sum the Mortgagors hereby acknowledge
the receipt) the said John Adams as such Trustee
as aforesaid at the request and by the direction of
the Mortgagors doth hereby grant and convey unto
the Mortgagees as Beneficial owners hereby grant
convey and confirm unto the Mortgagees their
successors and assigns All those two messuages
or cottages and outoffices with the stable and other
outbuildings garden and appurtenances thereto
adjoining and belonging situate and being in
the Parish of Badsay in the said County of Worcester
formerly in the occupation of David Walker and
Oliver Rogers afterwards and now or late occupied
by William Keyte and John Keyte as tenants thereof
together with the land forming the site thereof
and used or occupied therewith To hold the same
unto and to the use of the Mortgagees their successors
and assigns in fee simple Provided always
that if the said sum of One hundred pounds
with interest thereon shall be paid according
to the covenant in that behalf hereinafter contained
then the said premises shall at the request and
cost of the Mortgagors their successors or assigns
be reconveyed unto them or as they shall direct
And the Mortgagors hereby covenant with the
Mortgagees that they the Mortgagors will on the

twenty-third day of April next pay to the Mortgagees the said sum of one hundred pounds with interest for the same in the meantime at the rate of Four pounds per centum per annum And if the same sum of one hundred pounds or any part thereof shall remain unpaid after that day will pay to them interest for the same sum or for so much thereof as shall for the time being remain unpaid at the rate aforesaid by equal half yearly payments on every twenty third day of October and twenty third day of April And it is hereby agreed and declared that the Mortgagees their successors or assigns may if they shall think fit from time to time insure the said premises or any part thereof against loss or damage by fire in any Insurance Office in any sum not exceeding one hundred pounds And the Mortgagees hereby covenant with the Mortgagees to repay to them on demand all moneys which may be expended for that purpose with interest thereon at the rate aforesaid from the time or respective times of advancing the same and until payment thereof the same moneys and interest shall be a charge upon the said premises and recoverable in the same manner as the other moneys hereby secured Provided always and it is hereby agreed that it shall be lawful for the Mortgagees their successors and assigns to consolidate this security

with any other security or securities on property other than that comprised herein for any money for the time being due to them from the Mortgagee their successors or assigns it being the express intention of the parties hereto that the 17th Section of the Conveyancing and Law of Property Act 1881 shall not apply to these presents or to the security intended to be hereby made. And it is hereby declared that no lease made by the Mortgagee or their successors or assigns of the said premises or any part thereof during the continuance of this security shall have effect by force or virtue of section 18 of the Conveyancing and Law of Property Act 1881 unless the Mortgagee their successors or assigns shall consent thereto in writing. In witness whereof the said John Adams hath hereunto set his hand and seal and the Mortgagee and Mortgagees have hereunto caused their respective common seals to be affixed the day and year first before written.

Signed sealed and delivered
by the said John Adams in the
presence of
F. W. Wheeler
W. J. Ford
Alcester
Mercantile, Clerks

John Adams



The Common Seal of John Adams
and Sons Limited was affixed
here to in the presence of



John Adams } Directors
Frank Adams }

Frederic Peppel, Secretary.