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Dated 23<sup>rd</sup> day of February 1838.

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Mr. Jos<sup>ph</sup> Knight the  
lender

and

Miss Sophia Stands

## Mortgage

in fee of four Cottages and Gardens  
at Badsey in the Coy of Worcester  
for securing £70. & Int: with Power  
of Sale and Covenant to Insure.

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# This Indenture

made the twenty third day of February in the year of our Lord One thousand eight hundred and thirty eight between Joseph Knight the Elder of Badsey in the County of Worcester Farmer of the one part and Sophia Hands of Bengavorth in the same County Spinster of the other part Whereas by a certain Deed or Instrument in writing bearing date on or about the twentieth day of December One thousand eight hundred and thirty seven The Guardians of the Poor of the Ecclesham Union in the said County of Worcester and John Jones and Edward Applebee the Churchwardens and William Collett and William Henry Linnath the Overseers

of the Poor of the Parish of Badsey aforesaid for the considerations therein mentioned and with the approbation of the Poor Law Commissioners for England and Wales testified by their Seal being thereunto annexed Did grant and convey the Cottages or Tenements Gardens and other Hereditaments hereinafter particularly described and intended to be hereby appointed with the appurtenances unto the said Joseph Knight his Heirs and assigns for ever In such Manner upon and for such Trusts intents and purposes and with under and subject to such powers provisions and declarations as the said Joseph Knight by any Deed or Deeds writing or writings with or without power of revocation to be by him sealed and delivered in the presence of two or more Witnesses shall from time to time direct limit or appoint and in the mean time and also in default of any such direction limitation or appointment and so far as the same if incomplete shall not extend In the use therein particularly mentioned with ultimate remainders To the only use of the said Joseph Knight his Heirs and assigns for ever And whereas the said Joseph Knight having occasion to borrow the Sum of Seventy Pounds hath applied to and prevailed upon the said Sophia Hands to lend him the same on having the repayment thereof with Interest secured by a Mortgage in fee of the said Cottages or Tenements and other hereditaments in manner and with such Power of Sale as is hereinafter contained

And this Indenture witnesseth that in pursuance of the said agreement and for and in consideration of the sum of Seventy Pounds of lawful British Money to the said Joseph Knight paid by the said Sophia Hands at or upon the execution of these Presents the receipt of which said sum the said Joseph Knight doth hereby acknowledge and if and from the same and every part thereof doth acquit release and discharge the said Sophia Hands her Heirs Executors Administrators and assigns for ever by these Presents Full the said Joseph Knight present and to be by force and virtue and in exercise and execution of the power and authority to him for this purpose given or limited by the hereinbefore in part recited Deed and of all or any other powers and authorities enabling him in this behalf To do by this Deed or writing by him sealed and delivered in the presence of and attested by the two Persons whose names are inserted to be hereupon endorsed as is hereinafter attesting the sealing and delivering of these Presents by him the said Joseph Knight irrevocably direct limit and appoint That All those four several Cottages or Tenements with the Outbuildings Gardens and Appurtenances hereunto adjoining and belonging situate lying and being at Badsey aforesaid and now or late in the several occupations of Charles Markwell John Cagenson Thomas Knight and William Uckfield and all other the hereditaments if any comprised in the hereinbefore in part recited Deed Together with their and every of their right members and appurtenances shall henceforth go remain and be In the only use of the said Sophia Hands her Heirs and assigns for ever Subject nevertheless to the Powers for a redemption hereinafter contained (that is to say) Provided always and it is hereby agreed between and by the Parties hereto That if the said Joseph Knight his Heirs Executors or Administrators shall and do well and truly pay or cause to be paid unto the said Sophia Hands her Heirs Executors Administrators and assigns the sum of Seventy Pounds with Interest for the same after the rate of Five Pounds for One hundred Pounds by the year on the twenty third day of August now next ensuing without any deduction whatsoever then these Presents shall cease and be void any thing herein contained to the contrary thereof in anywise notwithstanding But if default shall be made in payment of the said sum of Seventy Pounds or the Interest thereof on the day above mentioned or a part of which nonpayment the production of these Presents shall be conclusive evidence then it shall be lawful for the said Sophia Hands her Heirs or assigns absolutely to sell and dispose of the said Cottages or Tenements Gardens and other Hereditaments and Premises hereby appointed or intended to be so sold or let either by Public Auction or Private Contract or by both such means for the most money that can be reasonably obtained for the same and afterwards to convey the same to the Purchaser or Purchasers thereof or as he she or they shall appoint

And it is hereby agreed that all Conveyances and assurances as shall be made and executed by the said Sophia Hands her Heirs or assigns shall be equally as valid whether the said Joseph Knight his Heirs or assigns do or do not join therein or assent thereto And also that the receipts in writing of the said Sophia Hands her Heirs or assigns for the monies payable to her or them by virtue of these Presents shall effectually discharge the Person or Persons paying the same from being answerable for the nonpayment or nonapplication thereof and from being obliged to see to the application thereof and in the case of a Purchaser that he shall not be concerned or obliged to enquire into the receipt or property of the sale to him or her And it is hereby expressly agreed that the powers of selling and of giving receipts and discharges to purchasers and other the powers hereunto contained shall and may be exercised by the assigns or assigns of the said Sophia Hands or her Heirs as fully and effectually as the same could or might be or have been exercised by her or them And that the said Sophia Hands her Heirs Executors or assigns shall stand possessed of the monies to arise from such sale or sales as aforesaid Upon Receipt to pay and discharge all such Costs as she or they shall incur in carrying the Trusts hereby created into execution and in the next place to retain for herself or themselves the aforesaid sum of Seventy Pounds and the Interest and arrears of Interest thereof and to pay over the surplus of the said monies if any unto the said Joseph Knight his Heirs or assigns And the said Joseph Knight doth hereby for himself his Heirs Executors and Administrators covenant promise and agree with and to the said Sophia Hands her Heirs Executors Administrators and assigns that he the said Joseph Knight his Heirs Executors Administrators or assigns shall and will well and truly pay unto the said Sophia Hands her Heirs Executors Administrators and assigns the said principal sum of Seventy Pounds and Interest after the rate at the time and in manner hereinafter appointed for payment of the same according to the true intent and meaning of these Presents And the said Joseph Knight doth hereby for himself his Heirs Executors and Administrators grant to and covenant promise and agree with and to the said Sophia Hands her Heirs and assigns in manner following (that is to say) That he the said Joseph Knight now hath in himself good right to and appoint and remove the said hereditaments hereby appointed or intended to be so sold or let and to them of the said Sophia Hands her Heirs and assigns in manner aforesaid And that it shall be lawful for the said Sophia Hands her Heirs and assigns at any time after default shall be made in payment of the said sum of Seventy Pounds and Interest contrary to the Promise hereinbefore contained peaceably to enter upon the said Hereditaments and Premises hereby appointed or otherwise assigned or intended to be so sold and the same thenceforth peaceably and quietly to hold and enjoy and to receive and take the rents and profits thereof for her and their own use without any interruption or denial by the said Joseph Knight or any other Person whomsoever And that she and clear of and from all other Estates Titles Incumbrances charges and encumbrances whatsoever And moreover that he the said Joseph Knight and his Heirs and all Persons whomsoever claiming any Estate or Interest in the aforesaid Hereditaments and Premises shall and will at all times hereafter during the continuance of the said sum of Seventy Pounds and Interest or any part thereof on this Security upon every reasonable request of the said Sophia Hands her Heirs Executors Administrators or assigns but at the cost and charges of the said Joseph Knight his Heirs Executors Administrators or assigns (except as to any further assurance which may be required by any Purchaser under the power of sale hereinbefore contained his or her Heirs or assigns after the completion of the sale to him or her which further assurance shall be at the Costs of such Purchaser his or her Heirs or assigns) make and execute all such further and other reasonable Conveyances and assurances whatsoever for the better and more effectually appointing and assuring the said Hereditaments and Premises hereby appointed or intended to be so sold and to the use of the said Sophia Hands her Heirs and assigns subject as in manner aforesaid as by the said Sophia Hands her Heirs Executors Administrators or assigns shall and will during the continuance of the said sum of Seventy Pounds on this Security at his or their own Costs means and expences and also to insure the said Cottages and Buildings hereby appointed or intended to be so sold and to the use of the said Sophia Hands her Heirs and assigns in no less a Sum than Forty Pounds in the County or some other Insurance Office established for the Insurance of Buildings from Damage by Fire and if the said Joseph Knight shall neglect to effect such Insurance for the space of seven days from the date hereof or shall at any time thereafter during the continuance of this Security neglect or refuse to pay the premium thereon as and when the same shall become due then that it shall be lawful for the said Sophia Hands her Heirs Executors Administrators or assigns to effect such Insurance and add all Premiums and expences attending the same to the said principal Sum of Seventy Pounds which Premiums and expences shall bear Interest after the rate aforesaid from the respective times of payment and the aforesaid Hereditaments and Premises shall not be redeemed until the said Premiums and expences and Interest shall be wholly paid and satisfied

In witness

The parts and seal  
Joseph Knight the Elder

Received on the day of the date of the within  
written Indenture of and from the within named  
Sophia Hana the sum of Pounds being the £70..0..0  
consideration money within mentioned to be paid  
by her to me.

Witness,  
A Workman,  
A God.

The mark of  
Joseph + Knight - Secy

Signed sealed and delivered in the presence of

A Workman,  
A God.