

1909

*Shadden*

A B S T R A C T of the T I T L E  
of the  
REFUGE ASSURANCE COMPANY LIMITED  
to five Cottages and hereditaments  
at Badsey in the County of Worcester

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*Recd  
Aug. 14/09.  
W.P.G.*

William P. Green,  
Manchester.

*Docs relate to part of  
former & whole of land  
Chyd. Extension*

*prior to other one of this  
Convey of 17 Sept 1909*

A B S T R A C T of the T I T L E  
OF THE

REFUGE ASSURANCE COMPANY LIMITED to five Cottages and hereditaments at  
Badsey in the County of Worcester

25th June 1900

*Stamp £1/10/0*  
*Original produce and examined at the Office of W.P. Allen 85 Oxford Street Manchester Sdr to the Refuge Assurance Co. Aug 24<sup>th</sup> 1909*

BY INDENTURE of this date made between Frederick Pace Webb of Evesham in the County of Worcester Surveyor Alfred Allen Stokes of "Beaumont" Cheltenham in the County of Gloucester Esquire and William John Clarke Whitfield of the City of Hereford Surgeon (thereinafter called "the Mortgagees") of the first part John Sharp of Bengeworth Evesham in the County of Worcester Carpenter and William Gardner late of Bengeworth but then of Evesham aforesaid Gentleman (thereinafter called "the Trustees") of the second part and John Idiens and Sons Limited a Company incorporated under the Companies Acts and having their registered Office at Evesham aforesaid (thereinafter called "the Company") of the third part.

RECITING that Harriet Sharp late of Bengeworth aforesaid Widow being siezed of the Cottages and hereditaments thereafter described and intended to be thereby conveyed in fee simple in possession subject only to the Mortgage thereafter referred to by her Will dated the 19th March 1895 appointed the Trustees Executors thereof and devised and bequeathed unto them all her real and personal estate upon trust to sell same as soon as conveniently might be after her decease.

AND RECITING that the said H. Sharp died on the 11th December 1899 and proof of her said Will by the Trustees at Worcester on 14th February 1900.

AND RECITING that by virtue of the combined operations of the documents mentioned in the Schedule thereto the said Cottages and hereditaments then stood vested in the Mortgagees for securing the repayment of £300 and interest thereon.

AND RECITING that the said principal sum of £300 then remained due and owing to the Mortgagees upon security of the same Indentures but that all interest thereon had been paid up to the date thereof.

AND RECITING that the Trustees had agreed for the sale to the Company of the said Cottages and hereditaments at the price of £280 and that the Mortgagees at the request of the Trustees had agreed to join in abstracting presents in manner thereafter expressed.

IT WAS BY ABSTRACTING PRESENTS WITNESSED that in consideration of the sum of £280 paid by the Company to the Mortgagees by the direction of the Trustees and also in consideration of the sum of £20 at the same time paid by the Trustees to the Mortgagees making together the full mortgage money of £300 (the receipt whereof the Mortgagees as Mortgagees thereby acknowledged) they the Mortgagees as Mortgagees by the direction of the Trustees thereby conveyed and the Trustees as Trustees conveyed and confirmed to the Company.

ALL THOSE five Cottages with the gardens and appertinances thereto belonging situate and being to the south east of and near the Church in the village of Badsey in the County of Worcester then in the occupation of Louisa Malin and others four of which adjoin each other and remaining one being near thereto (there having formerly been eight cottages on the land comprising the site of the said five cottages and gardens but three of the former cottages were some years <sup>since</sup> pulled down.)

TO HOLD same

Unto and to the use of the Company in fee simple freed and absolutely discharged from all principal moneys and interest secured by the said documents mentioned in the Schedule thereto and from all claims and demands under and by virtue thereof.

THE SCHEDULE referred to in before abstracted indenture

11th July 1844 MORTGAGE made between Thomas Sharp and Harriet his Wife of the one part and Henry Workman of the other part.

15th May 1849 TRANSFER OF MORTGAGE made between the said Thomas Sharp and Harriet his Wife of the first part Sophia Hands of the second part Henry Workman of the third part and George William Penny of the fourth part.

24th April 1889 TRANSFER OF MORTGAGE (endorsed on last mentioned Indenture) made between the said G.W. Penny of the one part and the said F.P. Webb and A. A. Stokes and Geo. H. Garrard of the other part.

24th July 1894 TRANSFER OF MORTGAGE made between said F. P. Webb A. A. Stokes and G. H. Garrard of the one part and the said F. P. Webb A. A. Stokes and William John Clarke Whitfield of the other part.

Executed by all parties except the Company and attested.

23<sup>rd</sup> October 1902. By Indenture of this date made between the <sup>London Ltd</sup> 5<sup>th</sup> Jno. Dodins (hereinafter called the mortgagors) of the one part & the Refuge Assurance Co<sup>ys</sup> Ltd being a duly incorporated Co<sup>ys</sup> having a registered office at 81 Oxford St<sup>h</sup> in the City of Manchester (hereinafter called the mortgagees) of the other part.

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It was intended that in consideration of £300 paid to and received by them the mortgagors as Beneficial Owners thereby granted & conveyed unto the mortgagees their successors & assigns.

Original produced  
and examined as before  
Aug 27/09  
JG

All those 5 cottages so more particularly described in the heretofore abstracted Indenture of 25<sup>th</sup> June 1900 together with the land forming the site thereof & used or occupied therewith.

To hold the same

Unto & to the use of mortgagees their successors & assigns in fee simple.

Proviso for redemption.

Covenant by mortgagors with mortgagees to pay a sum of £300 with interest at the rate of 4% per annum by half yearly payments.

Agreement of Deedon to insure said premises in any sum not exceeding £300. & to repay all moneys expended for that purpose.

Proviso & agreement that it sh<sup>d</sup> be lawful for mortgagees their  
successors & assigns to consolidate this deed with any other  
security or securities on property other than that comprised therein  
for any money for the time being due to them from the  
mortgagors their successors or assigns it being the express  
intention of the parties thereto that the 17<sup>th</sup> Sec: of the  
C & L of Property Act 1881 sh<sup>d</sup> not apply to those  
prevents or to the deed intended to be thereby made.

Declares that no lease made by the mortgagors their successors  
or assigns of the premises or any part thereof during the continuance of  
this deed sh<sup>d</sup> have effect by force or virtue of Sec: 18 of  
Conveyance & Law of Property Act 1881 unless mortgagees their  
successors or assigns sh<sup>d</sup> consent thereto in writing.

The Common Seal of John Adams Esq<sup>r</sup>  
was duly affixed & attested.