

MORTGAGE – 29 March 1738

Descriptions

A single sheet of parchment, 66cm x 42cm, indented along the top edge and folded at the foot, with a seal affixed to parchment threaded through the fold.

Written in a strong flowing hand, quite closely spaced.

reverse

Sam^{ue}ll Cowndley Mortgage
John Mather for £20

29th March 1738

Date

This Indenture made the nine and twentyeth day of March in the eleventh year of the reign of our sou^{er}aigne Lord George the second by the grace of God of great Brittan France & Ireland King Defend.^{er} of the Faith & so forth in the year of our Lord God 1738 □□□□

Parties


□□□□ **Betweene** Samuell Cowndley of Cleobury Mortimer in the County of Salop Taylor of the one part And John Mather of the parish of Stotesdon of the said County of Salop Gen.^t of the other part □□□□

Testatum

□□□□ Witnesseth

that the said Samuell Cowndley for & in consideration of the sum of twenty pounds of lawfull money of great Brittan to him in hand well & truly paid by the said John Mather at the time of the ensealing & delivery of these presents the receipt whereof he doth hereby acknowledge & thereof acquitt exon^{er}ate & discharge the said John Mather his heirs Ex^{ecutor}^s Adm^{instrator}^s & every of them by these pr^{es}ents & for other good causes & valuable consideration him hereunto moveing **hath** Demised granted sett & to Farm lett And by these pr^{es}ents doth Demise grant sett & to Farm lett unto the said John Mather □□□□

Parcels

□□□□ **All** That his peece or parcel of Meadow ground called or known by the name of the Slyng situate  lying and being in the parish of Cleobury Mortimer Afores^{ai}^d lying to the lands of Sⁱ^r Edward Blount upon the east side and to Lands of Mr William Bradley to the North & West parts and adjoining to the Kings high way thereof on the South part Together with all Ways Waters Watercourses Eas^e^m^{en}^{ts} profits Com^m^{ons} & Appurtenances whatsoever to the said peece or or parcell of Land belonging or in anywise app^{er}taining □□□□

Habendum

□□□□ **To have and to hold** All and Singular the s[ai]d peece or parcell of Meadowground & p[re]misses with their & every of their App[ur]ten[an]ces unto the s[ai]d John Mather his Ex[ecutor]s Adm[inistrator]s & Assigns from the day of the date of these p[re]sents for & during & untill the full end & terme of nine hundred & ninety nine yeares from thenceforth next ensuing & fully to be compleat & ended **Yielding and paying** yearly & every year during the said terme unto the s[ai]d Samuell Cowndley his heirs & Assigns the yearly rent of one pepper Corn at the Feast of St John the Baptist if the same be then lawfully demanded **And** the said Samuell Cowndley for him self his Heirs Ex[ecutor]s & Adm[inistrator]s & for every of them by these p[re]sents Doth Coven[an]t promise grant & agree to & with the said John Mather his Ex[ecutor]s Adm[inistrator]s & Assigns in manner & forme following (That is to say) that he the said John Mather his Ex[ecutor]s Adm[inistrator]s & Assigns shall & may from time to time & at all times hereafter during the Continuance of this Demise peaceably & quietly have hold & enjoy all & singular the s[ai]d peece or parcell of ground & p[re]m[iss]es with their & every of their without any lett suite trouble hindrance or interruption of him the said Samuell Cowndley or of any other p[er]son or p[er]sons whatsoever lawfully claiming the same or any part thereof And that Freed & discharged of & from all former & other Guifts Grants Joyntures Judgem[en]ts Dowers Extents Titles troubles Rents charges & Incumbrances whatsoever and that he the said Samuell Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns & all & every other p[er]son & p[er]sons that by the s[ai]d John Mather his Ex[ecutor]s Adm[inistrator]s or Assigns shall be thought fitt to be made parties shall & will & at all times hereafter at the reasonable request or requests of the ssaid John Mather his Ex[ecutor]s Adm[inistrator]s and Assigns & at the proper Cost & charges in the Lawe of the said Samuell Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns make do acknowledge levy suffer seal deliver & execute Things Devise & Devised Assurance & Assurances in the Lawe whatsoever be the same by Deed or Deeds Fine Recovery or other Conveyance or Assurance in the Lawe whatsoever & in such manner & forme as by the said John Mather his Ex[ecutor]s Adm[inistrator]s or Assigns or his or their Counsell learned in the Lawe shall be reasonably advised devised or required & for the further better & more p[er]fect Assuring & sure making of all & singular the said /granted/ peece or parcell of Meadow ground & p[re]m[iss]es with their & every of their App[ur]ten[an]ces unto the said John Mather his Ex[ecutor]s Adm[inistrator]s or Assigns during the said term hereby granted □□□□

Mortgage covenants conditions and provisos

□□□□ Provided always & nevertheless it is the true intent & meaning of these p[re]sents & of all the parties hereunto & so by them signified & declared That if the said Samuel Cowndley his Ex[ecutor]s Adm[inistrator]s or Assigns do and shall well & truly pay or cause to be paid unto the said John Mather his Ex[ecutor]s Adm[inistrator]s or Assigns the said sum of twenty pounds of lawfull money of great Brittan together with the sum of tenne shillings as interest for the said summe of twenty pounds upon ye nine and twentyeth day of September next Ensuing the date of these p[re]sents Then these p[re]sents & every Clause coven[an]t & Agreem[en]t shall cease determine & be utterly void & of none effect but if default be made in paym[en]t either of the said sum[m]e of twenty pounds or of the s[ai]d sum[m]e of tenne shillings for the Afores[ai]d sum[m]e of twenty pounds or of any part of either of them on the day of paym[en]t above mentioned Then these p[re]sents & every Clause coven[an]t & Agreem[en]t herein Contained shall Continue remain in full power force & virtue Anthying herein Contained to the Contrary thereof in anywise Notwithstanding **And** lastly the said Samuel Cowndley for himself his Heirs Ex[ecutor]s Adm[inistrator]s & every of them by these p[re]sents Doth Cov[enan]t promise grant & agree to & with the said John Mather his Ex[ecutor]s Adm[inistrator]s & Assigns that he the s[ai]d Samuel Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns shall & will well & truly pay & satisfie unto the said John Mather his

Ex[ecutor]s Adm[inistrator]s & Assigns the Afores[ai]d sum[m]e of twenty pounds & the Afores[ai]d sum[m]e of tenne shillings as Interest for the same upon the day of paym[en]t in the proviso above ment[i]oned According to the true intent & meaning of these p[re]sents □□□□

Witnesses

□□□□ **In witness** Whereof the said Parties first above named their hands & seals Interchangeably have put the day and yeare first Above Written

Endorsements

Signature of	S[a]m[ue]ll Cowndley	(seal)
Stamped	3 x sixpence	

reverse

Sealed and delivered in y^e p[re]s[en]ce of
(signatures of) Andrew Newell y^e younger
Sm. Colebatch

29th March 1738

Rec[eive]d of ye within named John Mather
ye sum[m]e of twenty pounds in full of y^e
considera[ti]on money within mentioned
by me

(signatures of)	Sm. Cowndley
Witnesses	Andrew Newell y ^e younger Sm. Colebatch

24th May 1742

Re[ceive]d of the within named
Sam. Cowndley the sum of Twenty
pounds & ten shillings in full of
the money within mentioned
to be paid to me

(signatures of)	John Mather
Witnesses	John Mather youn[ge]r Sm. Colebatch

NB Lines follow the original document. □□□□ shows where a line is broken in this transcript