

MORTGAGE – 4 June 1742

Descriptions

Written in the same hand as the Mortgage of 1738, but in slightly larger script. Parchment 65cm x 58cm, indented along the top edge. Sealed through a fold at the foot.

reverse

Sam: Cowndley
Mortgage to M^{iss}
Eliz: Millner
for £40: payable

14th Dec 1742

Date

This Indenture made fourth day of June in the fifteenth 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[e]r of the Faith & so forth & in the year of our Lord God one thousand seven hundred fourt two □□□□

Parties

□□□□ **Betweene**

Samuel Cowndley of Cleobury Mortimer in the County of Salop Taylor and Elizabeth Millner of the parish of Neen Savage in the said County of Salop Spinster of the other part □□□□

Testatum

□□□□ **Witnesseth** that the said Samuell Cowndley for & in consideration of the sum[m]e of the sum[m]e of fourty pounds of lawfull money of great Brittan to him in hand well & truly paid by the said Elizabeth Millner at the time of the sealing & delivery of these p[re]sents the receipt whereof he doth hereby acknowledge & thereof acquit Release & Discharge the said Elizabeth Millner her Heires Exec[utor]s Adm[inistrator]s & every of them by these p[re]sents and for other good XXX & valuable considerati]on him hereunto moveing **Hath** Demised & granted & sett & to Farm lett And by these p[re]sents doth demise grant sett & to Farm lett unto the said Elizabth Millner or to her Exec[utors] Adm[inistrator]s & Assigns □□□□

Parcels

□□□□ **All** That his new erected Messuage or Tenement & that his peece or parcell 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 S^r Edward Blount upon the East side & to the Lands of William Bradley Gent[leman] on the North and West parts thereof & Adjoyning to the Kings high way thereof on the South part Together with all Ways Waters Watercourses Easem[en]ts Com[m]ons & Appurtenances whatsoever to the said Messuage or Tenem[en]t Land & p[re]m[iss]es belonging or in anywise appertaining

Habendum

To have and to hold All and Singular the said Messuage or Tenem[en]t Land & p[re]m[iss]es with their & every of their Appurtenances unto the said Elizabeth Millner her Exec[utor]s Adm[inistrator]s & Assigns from the day of the date of these p[re]sents for & during & unto the full end & term of nine hundred ninety nine years from thenceforth next ensuing & fully to be compleat & ended **Yielding and paying** therefore yearly & every year during the said term unto the said Samuel Cowndley his heires & 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 Samuel Cowndley for himself his heires 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 Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s & Assigns in manner & form following (That is to say) That she the said Elizabeth Millner her 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 said Messuage Tenem[en]t Land & p[re]m[iss]es with their & every of their Appurtenances without any Let suit trouble hindrance or interruption of him the said Samuel Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns or any other person or persons whatsoever lawfully claiming the the same or any part thereof And that Freed & Discharged from all former & other Guifts grants Joyntures Judgem[en]ts Dowes Extents Titles troubles Rents charges & Incumbrances whatsoever And that he the said Samuel Cowndley now hath full power & good & lawfull Authority to Demise and Grant the said Messuage and Tenem[en]t Land & p[re]m[iss]es with their & every of their Appurtenances unto the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s or Assigns in manner & forme afores[ai]d And that he the said Samuel Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns & all & every other p[er]son & p[er]sons that by the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s or Assigns shall be thought fitt & necessary to be made parties shall & will from time to time & at all times hereafter at the reasonable request of the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s & Assigns and at the proper costs & charges in the Law of the said Samuel Cowndley his heirs Ex[ecutor]s Adm[inistrator]s & Assigns make do acknowledge levy suffer seale deliver & Execute or cause to be made done acknowledged levyed sealed delivered & executed all & every such further & other lawfull & reasonable Act & Acts Thing & Things Devise & Devises Assurance & Assurances in the Lawe whatsoever be the same by Deed or Deeds Fine Recovery or other Conveyance in the Lawe whatsoever & in such manner & form as by the said Elizabeth Millner his Ex[ecutor]s Adm[inistrator]s or Assigns or her or their Counsell Learned in the Lawe shall be reasonably advised devised or required for the further better & more p[er]fect Assuring & suremaking of all & singular the said granted Messuage or Tenem[en]t Land & p[re]m[iss]es & their & every of their Appurtenances unto the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s & 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 & shall well & truly pay or cause to be paid unto the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s or Assigns the said sum[m]e of fourty pounds of lawfull money of great Brittan Together with the sum[m]e of Twenty shillings as Interest for the said sum[m]e of fourty pounds upon Fourteenth day of December next Ensuing the date of these p[re]sents Then these p[re]sents & every Clause Coven[an]t & Agreem[en]t herein contained 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 fourty pounds or of the s[ai]d sum[m]e of twenty shillings as Interest for the Afores[ai]d sum[m]e of fourty pounds or of any part of either of them on the day of paym[en]t in the provisos 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 Anthing 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 for every of them by these p[re]sents Doth Cov[en]ant promise grant

& agree to & with the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s or Assigns that he the s[ai]d Samuel Cowndley his Ex[ecutor]s Adm[inistrator]s & Assigns shall & will well & truly pay & satisfie or

cause to be well & truly paid & satisfied unto the said Elizabeth Millner her Ex[ecutor]s Adm[inistrator]s & Assigns the Afores[ai]d sum[m]e of fourty pounds & the Afores[ai]d sum[m]e of twenty shillings

as Interest for the same upon the day of paym[en]t in the provisos above ment[i]oned according to the true intent & meaning of these p[re]sents □□□□

Witnesses

□□□□ **In witness** Whereof the Parties first above named to these p[re]s[en]ts 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 you[n]ge[r]
Sm. Colebatch

14th June 1742
Rec[eive]d of the within named Elizabeth
/Millner/ the sum[m]e of fourty pounds in full
of the considera[t]ion money within mentioned
by me
(signatures of) Sm. Cowndley
Witnesses John Mather
Sm. Colebatch

September 20th 1743
Re[ceive]d of the within
bounden Sam.^l Cowndley
one year's Interest
by me
(signatures of) John Bate Clerk
Witnesses John Mather you[n]ge[r]
Sm. Colebatch

September 29th 1744
Re[ceive]d of the within bounden
Sam.^l Cowndley one year's
interest by me Thos. G**efox [?]
y^e wife [?] of Mr Jo.ⁿ Bate Clark

October 1st 1745 Receiv[e]d then of
Samuel Cowndley by the hands of
Mr Powys of the crow [?] Leasow the sum
of two pounds in full for a year's In
-terest one the 14th of June 1745
by me John Bate

Received of Samuel Cowndley [...] [...] of
two [...] in full [...] [...] [...]
Due [...] [...] [...] 1746

Received of Samuel Cowndley the sum of
two pounds in full [...] [...] [...] [...] ear's
interest Due [...] 14th [...] June 174[.]

[...] indicates an illegible word

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