

ASSIGNMENT OF MORTGAGE – 26 September 1747

Descriptions

Written on a sheet of parchment, 78cm x 56cm. Strong, backward sloping hand. Indented along the top edge and sealed through a fold at the foot.

reverse

Bate }
to } Assignment of Mortgage
Page }
Dated 26th September 1747

Date

This Indenture Tripartite made the Twenty Sixth ⁱ Day of September in the twentieth Year of the Reign of our Sovereign Lord George the second by the grace of God of Great Britain France and Ireland Defender of the faith (and so forth) in the year of our Lord God One Thousand seven hundred and Forty seven ^{□□□□}

Parties

^{□□□□} **Between** John Bate of the parish of Bitterley in the County of Salop Clerk and Elizabeth his wife of the first part Samuel Cowndly of Cleobury Mortimer in the said County of Salop Taylor and Francis Page of the parish of Silvington in the County of Salop afores[ai]d Yeoman of the third part ^{□□□□}

Recitals

^{□□□□} **Whereas** by Indenture of Mortgage bearing date the fourth day of June One thousand seven hundred and forty two & made or ment[i]oned to be made between the said Samuel Cowndly and by the s[ai]d Elizabeth by the name of Elizabeth Millner then of the parish of Neen Savage in the said County of Salop Spinster of the other part The said Samuel Cowndly for & in consideration of the sum of forty pounds of lawfull English Money to him paid by the said Elizabeth did demise sett and to Farm Lett unto the said Elizabeth her Executors Administrators and Assigns **All** that his new erected Messuage or Tenement & all that his peice or parcell of meadow ground called or known by the name of the Sling Situate lying and being in the parish of Cleobury Mortimer aforesaid lying to the Lands of Sir Edward Blount Barronett on the East side and to Lands of William Bradley Gent[leman] on the North and West sides thereof and adjoining to the Kings high way on the South part together with all ways waters watercourses Easments comons proffitts and appurtenances whatsoever to the said Messuage or Tenement Land & premisses belonging or in any wise appertaining **To hold** the same unto the said Elizabeth her Executors Administrators and Assigns from the Date of the said recited Indenture for and during the full term of nine hundred and ninety nine years from thenceforth next ensuing and fully to be compleat & ended at & under the yearly Rent of a pepper corn payable at the Feast of Saint John the Baptist if demanded in which said recited Indenture is contained & proviso that if the said Samuel Cowndley his Exec[utor]s Adm[inistrator]s or Assigns should pay unto the said Elizabeth Millner her Exec[utor]s Adm[inistrator]s & Assigns the full sum of Forty pounds of lawfull money of Great Britain together with the Sum of Twenty Shillings as Interest for

the same by the fourteenth day of December next ensuing the Date of the said Indenture that then the same should cease and become voyd as in & by the said in part recited Indenture relation being thereunto had more fully & at large it doth & may appear **And Whereas** all interest due for the said forty pounds hath been fully paid & satisfied until the date of these presents so that there remains only due the Sum of Forty pounds & no more

Testatum

□□□□ **Now this Indenture Witnesseth** that □□□□ for & in Consideration of the Sum of Forty pounds of good and lawfull Money of Great Britain by the said Francis Page in hand /paid/ to the said John Bate and Elizabeth his wife at or before the ensealing & Delivery of these presents & by the special direction & appointment of the said Samuel Cowndly testified by his being made a party to and Sealing & Delivering of these presents The receipt of which said sum they the said John Bate and Elizabeth his wife do hereby acknowledge & accept the same in full Discharge and Satisfact[i]on of the principall sum of forty pounds secured to them by the aforesaid in part recited Indenture They the said John Bate and Elizabeth his wife **Have** and each of them **Hath** Granted Assigned transferred & set over & by these presents do & each of them doth Grant Assign transfer & set over unto the said Francis Page his Executors Administrators & Assigns □□□□

Parcels

□□□□ **All** & singular the said Messuage or Tenement Lands & premisses in and by the said recited Indenture mentioned to be granted and Demised as aforesaid & the revert[i]on & revert[i]ons remainder & remainders rents Fines & proffitts thereof & of every part & parcell thereof and all the Estate right title Interest property claim & demand whatsoever either in Law or Equity of them the said John Bate and Elizabeth his wife & of either of them of in to or out of the aforesaid premisses or any part thereof together with the said recited Indenture of mortgage □□□□

Habendum

□□□□ **To have and to hold** the said Messuage or Tenement Lands Hereditaments & other the premisses unto the said Francis Page his Executors Administrators and Assigns from the date hereof to and during all the rest residue & remainder of the said Term of nine hundred & ninety nine years which are yet to come & unexpired **And this Indenture further Witnesseth** that the said Samuel Cowndly in consideration of one Shilling to him in hand paid by the said Francis Page the Receipt whereof he doth hereby acknowledge **Hath** Ratified and confirmed & by these presents Doth ratify and confirm unto the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns **All** the said Messuage or Tenement Land and premisses ment[i]oned to be hereby Assigned **To have and to hold** the same unto the said Francis Page his Exec[utor]s Adm[inistrator]s and Assigns from henceforth for and during all the rest and residue of the said Term of nine hundred and ninety nine Years yet to come & unexpired without Impeachment of or for any manner of waste discharged of the aforesaid provisoe or Condition of Redemption thereupon to be had □□□□

Mortgage covenants conditions and provisos

Provided allways nevertheless & it is hereby Declared & agreed by and between all the said parties to these presents and the said Francis Page for himself his Exec[utor]s Adm[inistrator]s & Assigns & doth covenant & Agree to & with the said Samuel Cowndly his Heirs Executors Administrators & Assigns that if the said Samuel Cowndly his Heirs Exec[utor]s Adm[inistrator]s or Assigns or any of them do & shall well & truly pay or cause to be paid unto the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns the full & Just Sum[m] of forty one pounds of lawfull money of Great Britain upon twenty sixth day of March next ensuing the date hereof without any manner of Deduction That then & in such Case he the said Francis Page his Exec[utor]s Adm[inistrator]s or Assigns shall & will upon the Request and at the Cost & charges of the said Samuel Cowndly his Heirs & Assigns reconvey & assign the said Messuage or Tenement Lands & premisses unto the said Samuel Cowndly his Heirs or Assigns or unto such person and persons as he or they for that purpose shall nominate & appoint freed & discharged from all Incumbrances to be made or done by the said Francis Page his Executors Administrators or Assigns any thing herein to the Contrary notwithstanding **And** the said Samuel Cowndly for himself his Heirs Executors & Administrators doth Covenant promise & grant to & with the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns by these presents in manner following (that is to say) That he the said Samuel Cowndly his Exec[utor]s Administrators & Assigns or some of them shall & will well & truly pay or cause to be paid unto the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns the said Sum[m] of forty one pounds on the day and time herein before ment[i]oned for payment thereof without Deduction as aforesaid according to the true intent & Meaning of these presents **And** that it shall & may be lawfull to & for the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns from time to time & at all times after default shall be made in payment of the said forty one pounds or any part thereof for & during all the rest residue & remainder of the said term of nine hundred & ninety nine years which shall be then to come & unexpired peaceably & quietly enter have hold occupy possess & enjoy the said Messuage or Tenement Land and premisses & have receive & take the rents issues & proffitts thereof to his & their own use & Benefit without the Let Suit Trouble deniall or interupt[i]on of the said Samuel Cowndly John Bate & Elizabeth his wife or any of them their or any of their Heirs Exec[utor]s Adm[inistrator]s pr Assigns or of or by any other person or persons whomsoever **And Further** that the said Samuel Cowndly and his Heirs & all & every other person & persons whatsoever any Estate having or lawfully claiming of in or unto the aforesaid premisses or any part thereof shall & will from time to time & at all times after default shall be made of the provisos or condit[i]on herein before contained upon the reasonable request cost & charges in the Law of the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns make do & execute or cause or promise to be made done & executed all & every such other & further lawfull & reasonable grants acts & assurances in the Law whatsoever for the further better & more perfect granting conveying & assuring of all & singular the premisses aforesaid with the appurtenances unto the said Francis Page his Exec[utor]s Adm[inistrator]s & Assigns for & during all the rest & residue of the said term of nine hundred & ninety nine years which shall be then to come & unexpired without impeachment of wast discharged of the said proviso & Agreement for resigning the same & all Equity thereupon as by the said Francis Page his Exec[utor]s Administrators or Assigns or his or their Counsell learned in the Law shall be reasonably advised devised or required

Witnesses

In witness whereof the said part[ie]s to these presents have put their hands & Seals the day and year first above written

Endorsements

[signatures of]	John Bate	(seal)
	Elizabeth Bate	(seal)
	Sa[muel] Cowndly	(seal)

Stamped One shilling and sixpence

reverse

Sealed and delivered (being first }
duly stamped) in the presence of }

[signatures of]	John Page
	George Pardoe Inn.

Received the day and year first within written }
of and from the within named Francis Page the }
sum of forty pounds being the consideration }
money within mentioned to be to us paid }

[signatures of]	John Bate
	Elizabeth Bate

Witnesses

[signatures of]	John Page
	George Pardoe Inn.

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

ⁱ embellishments in document are shown as in original