

AGREEMENT – 3 August 1767

Descriptions

A single sheet of paper written in a very fine cursive hand.

The bottom left corner of this document has been cut out below the witness signature. The word 'witness' appears in the singular so it is unlikely that another witness signature has been removed.

Recitals

3rd August 1767

Whereas Elizabeth Foxall Widow and Mary Collier Widow Sisters and heiresses at Law of Samuel Cownley late of Cleobury Mortimer in the County of Salop Taylor deceased are Seized in fee of the Equity of Redemption of a New Erected Messuage with a Garden and a Piece of Land thereto belonging Situate and being in the Township of Cleobury aforesaid now in Possession of William Genner and Edward Stedman the Tenants to the said Elizabeth and Mary Subject to the Dower of Ann the widow of the said Samuel Cownley and also to a Mortgage made by the said Samuel Cownly the Principal and Interest thereon being forty five Pounds as Agreed to be taken by

Page the Mortgagee **And Whereas** the said Elizabeth Foxall Mary Collier together with her Son Samuel Williams by Her the said Marys first Husband And the said Ann Cownley have agreed and Actually Sold such their fee simple and other the said Ann Cownleys estate in the premisses to Mary Colebatch Spinster for the Sum of Fifty eight Pounds and have executed proper deeds of Lease and Release for that Purpose but the said

Page having delivered his Mortgage to another Person and not /at/ present to be got at to be Assigned and the said Page Shuffleing [sic] about and Seldom to be found and when he is Seen refusing to produce such Mortgage even on payment of his Money

Agreement

It is Agreed by all the Partys who Ex[ecut]ed the said Release and the said Mary Colebatch whose names are hereunder Ssubscribed That such Purchase Money Shall lye in the hands of the said Mary Colebatch to be re[...]ioned for the same untill the said

Page Shall think proper to Accept of his Money and Assign his Mortgage to Indemnify the said M^{rs} Colebatch against such Mortgagee and his Representatives and that after payment thereof the Partys hereunder Agree to Accept and the said Mary Colebatch hereby promises to pay to them the said Elizabeth Foxall Mary Collier and Ann Cownley the remaining Sum of thirteen Pounds over and above the said Pages Mortgage Money and Interest in the proportions and to the Severall persons herein aforementioned (That is to say) to the said Elizabeth Foxall and Mary Collier the sum of eight Pounds thirteen shillings and four pence and to the said Ann Cownley the sum of four Pounds Six Shillings and Eight pence in full of the purchase Money herein before mentioned and that the said M^{rs} Colebatch be from this time let into Perception of the rents and proffitts to take to her and her heirs use and uses for ever Pursuant to the said Deeds of Lease and Release and as therein is mentioned

Witnesses

Witness our hands

[the mark of]	Elizabeth Foxall
[signature of]	Mary Collier
[the mark of]	Ann Cownley
[signature of]	Mary Colebatch

Witness	
[signature of]	Chas. Holland