

MORTGAGE – 30 May 1899  
TRANSFER OF MORTGAGE – 17 June 1914  
REDEMPTION OF MORTGAGE – 10 January 1918

## Descriptions

Two sheets of vegetable parchment 42cm x32cm, folded down the middle to create seven pages and a cover and stitched together with green tape. The parchment is of Waterlow & Sons, London Wall. Although described as Indentures, the parchment is not itself indented.

Three quite distinct, but related, deeds are written on this paper.

*reverse*

Dated 30<sup>th</sup> May 1899  
M<sup>r</sup> Thomas \Hammond/ Pain

----- to -----  
M<sup>r</sup> William Rose

### **Mortgage**

---of---

House, buildings and land  
at The New House near Cleobury  
Mortimer in the County of Salop

Dated 17<sup>th</sup> June 1914  
Mrs Eliza Emily Rose  
----and others----  
----to----

Miss Annie Rose  
**Transfer of Mortgage**

Adam P. Trow Roberts  
Cleobury Mortimer

## MORTGAGE – 30 MAY 1899

### Date

This Indenture made the thirtieth day of May One thousand eight hundred and ninety-nine

### Parties

between Thomas \Hammond/ Pain the Younger of the New House Farm Cleobury Mortimer in the County of Salop Farmer of the one part and William Rose of Cleobury Mortimer aforesaid Clerk to the Guardians of the other part

### Recitals

**Whereas** by an Indenture of Conveyance dated the twenty -fourth day of June One thousand eight hundred and sixty-three made between John Holder Edwards of the one part and Caroline Hammonds of the other part for the consideration therein mentioned the hereditaments hereinafter described and intended to be hereby assured were granted and sold and to the use of the said Caroline Hammonds her heirs and assigns forever

**And Whereas** the said Caroline Hammonds on the sixth day of August One thousand eight hundred and eighty-four road from the said William Rose borrowed the sum of One hundred and fifty pounds and as security therefor gave him a promissory note for that amount and at the same time charged the repayment thereof on the hereditaments comprised in the hereinbefore recited Indenture of the twenty-fourth day of June One thousand eight hundred and sixty-three

**And Whereas** the said Caroline Hammonds died as Spinster and Intestate on the sixteenth day of November One thousand eight hundred and eighty-six leaving the said Thomas \Hammond/ Pain party hereto for her heir-at-law

**And Whereas** the said Thomas \Hammond/Pain has been in receipt of the rents of the aforesaid hereditaments since the death of the said Caroline Hammond

**And Whereas** there is now due and owing to the said William Rose upon the security of the hereinbefore recited promissory note and equitable charge the before mentioned sum of One hundred and fifty pounds and a considerable arrear of interest

**And Whereas** for the purpose of more effectually securing the same the said Thomas \Hammond/ Pain has at the request of the said William Rose agreed to execute these presents in the manner hereinafter appearing

### Testatum

**Now** this Indenture **witnesseth** that in consideration of the sum of Two hundred and ten shillings now due and owing to the said William Rose as aforesaid the correctness whereof the said Thomas \Hammond/ Pain acknowledges the said Thomas \Hammond/ Pain hereby covenants with the said W.Rose to pay to him on the thirtieth day of November next the sum of Two hundred and twenty three pounds ten shillings with interest thereon in the meantime after the rate of Five pounds per centum per annum computed from the date of these presents and also so long after that day payments on the thirtieth day of May and the thirtieth day of November **Provided always** that if and whenever the half years interest for the said sum of Two hundred and twenty three pounds ten shillings after the rate of four pounds per centum per annum shall be paid on the half-yearly days hereinbefore appointed for payment of interest or within one Calendar month thereafter the same shall be accepted in lieu of and in satisfaction for the interest after the rate of five pounds per centum per annum payable for that half year under the foregoing covenant in that behalf but no claim for reduction should be made under this clause in respect of any half yearly payment of interest not made within the time aforesaid

**And** this Indenture also **Witnesseth** that the consideration aforesaid the said Thomas \Hammond/ Pain as beneficial owner hereby conveys unto the said William Rose

### Parcels

**All that** message or tenement called or known by the name of "The New House" with the garden, orchard and piece of land thereunto belonging called or known by the name of the "Sling" containing by estimation half an acre be the same more or less situate in the Parish and near the town of Cleobury Mortimer in the County of Salop **And** also all that sling or parcel or piece of pasture ground situate in the Parish and near to the town of Cleobury Mortimer aforesaid and

immediately adjoining the said meadow or piece of land hereinbefore firstly described and containing by estimation one acre one rood or thereabouts all which hereditaments and premises are now Known by the more modern description of **All those** three pieces or parcels of land with cottage and outbuildings erected thereon situate in the Parish of Cleobury Mortimer and numbered respectively 1077, 1078 and 1079 on sheet LXXX.6 of the Ordnance Survey for the said Parish and containing in the whole by such survey two acres and two perches or thereabout now in the occupation of James Totley

## **Habendum**

**To hold** the same unto and to the use of the said William Rose in fee simple

## **Mortgage covenants conditions and provisos**

**Provided always** that if the said sum of two hundred and twenty three pounds ten shillings and interest thereon shall be paid on the thirtieth day of November next according to the foregoing Covenants in that behalf the said hereditaments and premises shall at the request and cost of the said Thomas \Hammond/ Pain his heirs and assigns be reconveyed to him or them and the said Thomas \Hammond/ Pain hereby covenants with the said William Rose that he the said Thomas \Hammond/ Pain his heirs and assigns will at all times during the continuance of this security keep the messuage and buildings comprised herein insured against loss or damage by fire in the sum of one hundred pounds at least and will on demand produce to him or them the Policy of Insurance and the receipt for every premium in respect thereof

## **Witnesses**

**In Witness** whereof the said parties to these presents have hereunto set their hands and seals the day first before written

Signed sealed and delivered )  
by the said Thomas \Hammond/ Pain ) (signature of) T.H.Pain  
~~the Younger~~ in the presence of )

[signature of] R L Caryl Roberts, Solicitor, Cleobury Mortimer

## **Endorsements**

1902 (?) June 6<sup>th</sup> Received Twenty three Pounds ten shillings on account of Principal secured by foregoing Indenture

£23 – 10 – 0 (signature of) W Rose

## TRANSFER OF MORTGAGE - 17 JUNE 1914

### Date

This Indenture made the seventeenth day of June One thousand nine hundred and fourteen

### Parties

Between Eliza Emily Rose Widow John Rose Clerk to the guardians and John William Batley Customs and Excise Officer all of Cleobury Mortimer in the County of Salop (hereinafter called the Mortgagees) of the one part and Annie rose of Cleobury Mortimer aforesaid Spinster (hereinafter called the Transferee) of the other part

### Recitals

Whereas the within named William Rose duly made his Will dated the thirteenth day of November One thousand nine hundred and thirteen without having revoked or altered his said Will which was duly proved by the said Mortgagees in the Shrewsbury District Registry on the thirteenth day of January One thousand nine hundred and fourteen And Whereas the principal sum of two hundred pounds now only remains owing on the security of the within written Indenture but all Interest thereon has been paid up to the date of these presents And Whereas the Transferee has agreed to pay to the Mortgagees the sum of Two hundred pounds on having a transfer of the said Mortgage debt and the securities for the same in the manner hereinafter expressed

### Testatum

Now this Indenture witnesseth that in consideration of the sum of Two hundred pounds to the Mortgagees paid by the Transferee on or before the execution of these presents (the receipt whereof the Mortgagees hereby acknowledge) The Mortgagees as Mortgagees hereby assign unto the Transferees the sum of two hundred pounds secured by the within written Indenture and all interest henceforth to become due thereon and the benefit of all securities for the same

### Habendum

To hold the same unto the Transferees absolutely And this Indenture also Witnesseth that for the consideration aforesaid the Mortgagees as Mortgagees hereby convey unto the Transferee All the lands hereditaments and premises comprised in the within written Indenture To hold unto and to the use of the Transferee absolutely subject to such right or equity of redemption as is now subsisting thereunder or by virtue of the within written Indenture

### Witnesses

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

Signed sealed and delivered ) (sgd) E. E. Rose (seal)  
by the before named Eliza Emily )  
Rose in the presence of )  
(sgd) L Lane  
Cleobury Mortimer  
Domestic Servant

Signed sealed and delivered )  
by the before named John ) (sgd) J. Rose (seal)  
Rose in the presence of )  
(sgd) P. Batley

*Cleobury Mortimer*  
*& District History Society*

Cleobury Mortimer  
Wife of J.W. Batley

Signed sealed and delivered )  
by the before named John ) (sgd) J.W. Batley (seal)  
William Batley in the presence )  
of )  
(sgd) P. Batley  
Cleobury Mortimer  
Wife of J.W. Batley

## REDEMPTION OF MORTGAGE – 10 JANUARY 1918

### Date

This Indenture made the tenth day of January One thousand nine hundred and eighteen

### Parties

Between the within named Annie Rose of Cleobury Mortimer in the County of Salop Spinster of the one part and the within named Thomas Hammond Pain of The New House Cleobury Mortimer aforesaid Farmer of the other part

### Testatum

Witnesseth that consideration of all principal money and interest secured by the within written indenture having been paid (the receipt whereof the said Annie Rose hereby acknowledges) The said Annie Rose as Mortgagee hereby conveys unto the said Thomas Hammond Pain

### Parcels

All the land and hereditaments comprised in the within written indenture

### Habendum

To Hold the same unto and to the use of the said Thomas Hammond Pain in fee simple absolutely discharged from all principal money and interest secured by and from all claims and demands under the within written indenture

### Witnesses

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

Signed sealed and delivered by the	)	(sgd) A Rose	(seal)
before named Annie Rose in the	)	[signature missing]	(seal)
presence of			
(sgd) E.E. Rose			
Cleobury Mortimer			
Widow			