

This Indenture

made the fifth day of February in the fourteenth year of the reign of our Sovereign Lord George the Third by the Grace of Gods of Great Britain France and Ireland King Defender of the faith and so forth and in the Year of our Lord One thousand Seven hundred and Seventy four Between William Warder of the parish of Saint Mellons in the Isle of Wight in the County of Southampton Freeholder of the one part and Richard Cawes of Appuldurcombe Lodge in the Isle and County aforesaid Gentleman of the other part Whereas by Indenture purporting a Mortgage bearing

Date the Fifteenth day of August which was in the Year of our Lord One thousand Seven hundred and Seventy eight and made or mentioned to be made between the said William Warder of the one part and the said Richard Cawes of the other part He the said William Warder for the Consideration therein mentioned Did Grant Bargain Sell Assign and set over unto the said Richard Cawes his Executors Administrators and Assigns All that his Mesuage or Tenement Garden and Trachside therunto belonging containing by Estimation Eight Acres of Ground be it more or less with the Appurtenances therewith belonging All which said Premises therein and thereby granted and Devised are situate lying and being at Wadding in the Isle of Wight and County aforesaid With the Reversion and Reversions Remainder and Remainders Rents Issues and Profits thereof and of every part and parcel thereof And also all the Estate Right Title Interest Use Trust Property Possessions Claim and Demand whatsoever of Him the said William Warder of in to or out of the said Premises every or any part or parcel thereof And also all Deeds Evidences and Writings touching or any wise concerning the same To hold the said Mesuage or Tenement Garden Trachside and all other the Premises with their Appurtenances unto the said Richard Cawes his Executors Administrators and Assigns from the Day of the Date thereof for by and during all the Residue and Remainder of the Term of Nine hundred and Ninety Nine Years therein and thereby Devised and Granted and yet to come and unexpected and that in as large ample and beneficial manner to all intents and purposes as He the said William Warder might should or ought to have or enjoy the same As in and by the said recited Indenture of Mortgage Relation being therein had more fully will appear In which said recited Indenture of Mortgage is contained a proviso or Condition to make void the same if He the said William Warder his Executors Administrators or Assigns Did and should well and truly pay or cause to be paid unto the said Richard Cawes his Executors Administrators or Assigns the Sum of Eighty pounds of lawful Money of Great Britain with lawful Interest for the same on a day therein mentioned and long since past as by the same will appear And Whereas there is now due and owing on the said Mortgaged Premises to the said Richard Cawes for Principal and Interest the Sum of One hundred Three pounds and Nine pence which said Sum nor any part thereof was not paid on the Day in the said Proviso limited nor hath the same been paid at any Time since but still remains due and owing from the said William Warder to the said Richard Cawes on the said Mortgaged premises And Whereas the said William Warder hath this day applied unto the said Richard Cawes to advance and lend him the further Sum of Fifty seven pounds One shilling and Nine pence in the Security of the said Mortgaged premises to which the said William Cawes hath agreed and hath accordingly of his own proper Money Lent and advanced the same to the said William Warder the said further Sum of fifty seven pounds One shilling and Nine pence Now this Indenture witnesseth that for and in Consideration of the said Sum of Fifty seven pounds One shilling and Nine pence sent and advanced as aforesaid by the said Richard Cawes to the said William Warder of good and lawful Money of Great Britain in hand well and truly paid by the said Richard Cawes at or before the sealing and delivery hereof the receipt whereof the said William Warder doth hereby acknowledge and thereof doth acquit Release and Discharge the said Richard Cawes his Executors Administrators and Assigns by these Presents He the said William Warder hath and by these presents Doth for himself his Heirs Executors and Administrators Covenant promise and Grant unto the said Richard Cawes his Executors Administrators and Assigns that the said Mesuage or Tenement Garden Trachside and all and singular other the Premises with their and every of their Appurtenances comprised in the said recited Indenture of Mortgage shall from thenceforth stand charged and be Chargeable not only but as well with the payment of the said Sum of Fifty seven pounds One shilling and Nine pence with legal Interest for the same to be computed from the Day of the Date of these Presents as well also of the said Sum of One hundred and Three pounds Four Shillings and Nine pence with like lawful Interest and that the same Premises nor any part thereof shall not be redeemed or redeemed until payment of both the said Sums making together One entire Sum of One hundred and thirty one pounds fifteen Shillings and Nine pence with Interest after the Rate aforesaid Provided always and these Presents are upon this Condition that if the said William Warder his Heirs Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said Richard Cawes his Executors Administrators and Assigns the said Sum of Fifty seven pounds One shilling and Nine pence with Interest for the same after the Rate aforesaid of the lawful Money of Great Britain on the Ninth day of May next ensuing the Day of the Date hereof and that without any manner of Deduction or Abatement whatsoever thereof or thereout to be made and that then and from thenceforth the said Premises shall cease and be void and the said Mortgaged Premises shall remain liable only to the said payment of the said Sum of One hundred and Three pounds Four Shillings and Nine pence and Interest as aforesaid any Thing hereinbefore contained to the contrary thereof in any wise notwithstanding ON WITNESS whereof the Party hereto have Interchangeably set their Hand and Seals the Day and Year first above written

William Warder