

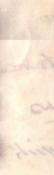


Warrington & Sons
London

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John



Prestwich

This Indenture,

Between John Riddick of Breding in the County of

of Eight Baker of the first part Thomas PATEL SAW of Rostherne in the said Isle of Wight the Treasurer of The United Brethren Benefit Friendly Society held at the Star Inn in Rostherne aforesaid and William Barns deputized aforesaid for him and John Haskell Threlkell of the same place Rostherne aforesaid (the Trustees of the said Society) of the second part

WITNESSES

made the first day of November One thousand eight hundred and sixty seven between the said Thomas Patel Saw of Rostherne in the said Isle of Wight Baker of the first part John Riddick his heir or assigns to him and the said John Haskell Threlkell of the second part

that in consideration of Two hundred pounds immediately before the execution hereof to the said John Riddick paid by the said parties heretofore of the second part or such Trustee of the said Friendly Society as aforesaid with the several unpaid debts of the said Society out of money belonging to the said Society (as aforesaid whereof the said John Riddick doth hereby acknowledge) All the said John Riddick doth hereby for himself his heirs executors and administrators covenant with the said parties heretofore of the second part their executors administrators and assigns that he the said John Riddick his heirs executors administrators and assigns shall on the first day of May next pay to the said parties heretofore of the second part or to the service or

or service of them or the executors or administrators of such service or other the Trustees or Trustee for the time being of the said Society or the wages of the same persons respectively (all hereinafter referred to under the expression of the said Mortgagors or Mortgagée) whenever that expression hereinafter occurs) the sum of Two hundred pounds Sterling with interest to the same in the meantime after the rate of six pounds per annum and half a shillings upon demand whence and howsoever made pay to the said Mortgagors or Mortgagée the amount of all monies whatsoever which the said Mortgagors or Mortgagée shall demand to any person or in any act of Parliament or otherwise have advanced for repairing or keeping insured against fire the said Demayes and buildings together with interest after the rate of one pound for all monies so advanced and also the amount of all such and wheresoever which the said Mortgagors or Mortgagée shall have in any manner advanced or expended in the course of business in relation to the said Society and the same as were received in and charged to the said John Riddick by Indorsement dated the ninth day of October

One thousand eight hundred and sixty seven and made between Robert See of the first part Frederick Groomton and Louis his wife of the second part and the said

John Riddick of the third part and all such and fresh in respect of the said premises together with all buildings walls trees roads ways watercourses rights privileges

and appurtenances whatsoever to and with the said Mortgagors or Mortgagée belonging or pertaining And all the estate rights the claim and demand whatsoever of him the said John

Riddick unto him and out of the said hereditaments To have and to hold all the hereditaments and premises whatsoever hereinbefore granted and annexed or intended to be made and to the use of the said parties heretofore of the second part their heirs and assigns And subject to the prior payment of redemption hereinafter contained

Provided

Always and it is hereby agreed and declared that on the first day of May next the said John Riddick his heirs executors administrators and assigns shall pay unto the said Mortgagors or Mortgagée all sums of every description heretofore mentioned to be paid which shall then remain unpaid that is to say at any time thereafter the said hereditaments and hereditaries shall after the receipt and of the expense of the said John Riddick his heirs or assigns be received in such manner as to they shall respectively require And

the said John Riddick doth hereby for himself his heirs executors and administrators covenant with the said parties heretofore of the second part their heirs executors administrators and assigns

that he the said John Riddick will and will make payment to repair the said hereditaments and premises in the manner hereby appearing And also that if default shall be

made in payment of any money or any sum thereto intended to be hereby secured hereby or by any account for payment hereinbefore contained it shall be lawful for the said

Mortgagors or Mortgagée at any time thereafter into the said hereditaments to enter and the same therewith lawfully and quietly to hold and enjoy and the rents and profits thereof to

use and take for him and benefit of the said hereditaments by any person or persons whomsoever And that few and clear from all charges by the said John Riddick his heirs

executors or administrators actually diminished among all other estates titles and incumbrances whatsoever And further that he the said John Riddick and every person whomsoever having

a right fully claiming or who shall have or rightfully claim any estate or interest whatsoever in the said hereditaments unto and shall at all times of his or their own right so long as any equity of

redemption shall be subsisting hereunder and after all such equity shall have been lost of the cost of the said Mortgagors or Mortgagée make and execute all such conveyances and assurances

in the better securing the same lawfully and properly hereby contained unto and to the use of the said parties heretofore of the second part their heirs and assigns but subject to such equity

of redemption if any or may for the time being by satisfying hereunder as by the said parties heretofore of the second part their heirs and assigns or any of them or in said Mortgagors or Mortgagée

shall be lawfully required And further that he the said John Riddick will or shall at all times during the continuance of this security make and keep insured against fire in the name

or names of the said Mortgagors or Mortgagée in such office or office or by such person or persons as officer of the said Demayes and buildings in the sum of Two hundred pounds at the least

And also unto a shillings at all times during the continuance of this security at his or their own expense repair and keep in good and wearable repair and condition the said premises and

furnishings And further that if default shall be made in insuring or repairing the said Demayes and buildings contrary to the aforesaid in that behalf hereinbefore contained then and in any such

case it shall be lawful for him or his executors or administrators to sue for the sum or monies incurred upon the said Mortgagors or Mortgagée to insure or repair the said Demayes and buildings in such office or office or repair the same or to make payment for that purpose

Provided always

and it is hereby agreed and declared that if default shall be

made in payment of any money or any sum thereto intended to be paid hereby or by any account for payment hereinbefore contained then or at any time thereafter and notwithstanding any

previous waiver of the right to exercise this power it shall be lawful for the said Mortgagors or Mortgagée to let the said hereditaments and premises by public auction or private contract and in such manner and

on such terms in every respect as the said Mortgagors or Mortgagée shall think fit with power being given to any auctioneer or contractor to let for a term or for a term or to let in the manner

hereinafter without being liable for any subsequent loss or expense and with full power to make and execute such conveyances or leases as they or he shall think fit for protecting any such sale

Provided always that the passing power shall not be exercised unless when shall come to the said John Riddick his heirs or assigns or left on the said premises demanding payment of

the money for the time being due demand and default shall have been made in such payment for three calendar months after the giving notice to leave or make such payment

Provided nevertheless that no procedure shall be taken to engage or to prosecute or regularly of any sale purporting to be made hereunder or whether any such notice or default as aforesaid shall have been given sent or made but

every sale purporting to be made hereunder shall be within power or regular or regular or not so far as respects the right of every purchaser to demand to be within the passing power and to be valid and effectual according

and it is hereby further agreed that the said Mortgagors or Mortgagée shall apply all money which shall accrue from any such sale as aforesaid first in payment of the cost and expenses which they or he

shall have incurred in relation to such sale or charge in relation to this security and next in or towards payment of all money which shall then be due upon this security and the expenses of which shall be paid by the said John Riddick his heirs or assigns And it is hereby agreed that every receipt in writing of the said Mortgagors or Mortgagée for any money payable to them or for action or for process shall

effectually discharge every person having any right from the money thereby acknowledged to have received and given all responsibility in respect of the operation thereof And further that the said Mortgagors or Mortgagée shall be accountable for any more money than they or he shall actually receive which may be recovered by any action or proceeding of any person hereinbefore contained or for any involuntary

loss or damage

Witnesses

In witness whereof the said parties to these presents have signed at their hands and sealed the day and year first above written