

Sealed and Delivered by the
within named Robert Atkinson
in the presence of us . . .

} NANCY PETTY.
JOHN PARKINSON.

SWORN.

Received the Day and Year first within
written of and from the within named
Thomas Atkinson and Ann Peppy the sum
of Sixty Two pounds . . . being full
consideration money within mentioned
to be paid to me As Witness my Hand.
Witness. NANCY PETTY.
 JOHN PARKINSON.

} ROBERT ATKINSON.

A. RAISTRICK,
LINTON,
SKIPTON,
YORKS.

Dated 6th November 1776.

ROBERT ATKINSON
TO
THOS ATKINSON & ANN PETTY.

} Mortgage of House & Lands.
Open Crofts, Butteraw, all
in West Malham.

A Memorial of the within written Deed was registered
at Wakefield the twenty first day of November Seven-
teen Hundred and Seventy Six at Two in the Afternoon
in Book B Z page 421 and Number 521.

J.W.Topham. Dept. Registrar.

6th November 1776.

ROBERT ATKINSON
UNTO
THOS ATKINSON & ANN PETTY.

Mortgage of House and Lands
Open Crofts, Butteraw, all
in West Malham.

THIS INDENTURE made the Sixth Day of November in the year of our Lord One Thousand seven hundred and seventy six and the Seventeenth Year of the Reign of our Sovereign Lord George the Third by the Grace of God of Great Britain France and Ireland King Defender of the Faith and so forth BETWEEN Robert Atkinson of Malham in the parish of Kirkby in Malhamdale in the County of York Tanner of the one part and Thomas Atkinson the Elder of Malham aforesaid Yeoman and Ann Petty of Kirkby in Malhamdale aforesaid Widow of the other part WITNESSETH that for and in consideration of the sum of Sixty two pounds of Lawfull Money of Great Britain to the said Robert Atkinson in hand well and truly paid by the said Thomas Atkinson and Ann Petty at or before the Sealing and Delivery of these presents The Receipt and payment whereof he the said Robert Atkinson doth hereby acknowledge and Confess and thereof and of and from every part and parcel thereof Doth acquit release and discharge the said Thomas Atkinson and Ann Petty and each of them their and each of their Executors Administrators and Assigns and every of them for ever by these presents And for securing the repayment of the said sum of Sixty Two Pounds and Interest in such manner as in hereinafter provided He the said Robert Atkinson Hath Demised Granted Bargained Sold Assigned and set over and by these presents Doth Demise Grant Bargain Sell Assign and set over unto the said Thomas Atkinson and Ann Petty their Executors Administrators and Assigns All that Messuage or Dwelling House wherein the said Robert Atkinson doth now inhabit and dwell with one Barn Stable and other Convenient Outbuildings thereto adjoining and belonging and also one Cottage House adjoining to the said Messuage House at the South End thereof and one Garth or Garden and one Croft lying at the backside of the said Messuage House and also one close or parcel of Inclosed Arable or meadow Ground called or commonly known by the Name of Open Crofts containing by estimation one Acre of Land or thereabouts by it more or less and one Beastgate or Cattelgate or the Herbage Grassing and pasture for one full made Beast to go feed graze lye and depasture upon throughout all that stinted pasture called Butteraw with the proportionable part of the ground and soil of the said pasture to the said Beastgate or Cattelgate thereupon belonging All which said premises are situate lying and being within the Town Township and precincts and territories of that part of Malham aforesaid called West Malham and are now in the possession of the said Robert Atkinson, his tenants or Assigns and also all other the Messuages Barns Buildings Lands Closes Cattelgates Hereditaments and premisses of him the said Robert Atkinson situate lying and being within the Township of Malham aforesaid And Also all and all manner of Tythes of Corn Grain and Hay and all Tythes of Wool and Lamb and other Tythes of what nature kind or Quality so ever yearly arising renewing or increasing or which shall at any Time hereafter yearly arise renew or increase of in upon or out of the aforesaid premisses every or any part thereof and also of in and to all oblations and Oblentions of what nature kind or quality soever due or to be due out of the aforesaid premisses every or any part thereof to the rectory or parsonage Impropriate of the parish of Kirkby in Malhamdale aforesaid Together with all and singular Houses Outhouses Edifices Buildings Folds Yards Backsides Steerrooms Dunhillsteads Orchards Gardens Tofts Crofts Ways Paths Passages Waters Watercourses Watering places Hedges Ditches Walls Fences Trees Woods Underwoods Commons Common of pasture and Turbary Easements profits priviledges Advantages Emoluments Hereditaments and Appurtenances whatsoever to the said Demised and Granted premisses every or any part thereof belonging or in any wise appertaining or accepted reputed had taken or known to be so part parcel or member thereof or incident appendant or Appurtenant therunto And the Reversion and Reversions remainder and remainders Rents Issues and profits thereof and of every part and parcel thereof And all the Estate Right title Interest Term and Terms of Years property possession claim and demand whatsoever both at Law and equity of him the said Robert Atkinson of into or out of

the said premisses every or any part or parcel thereof together with all Deeds Evidences and Writings whatsoever relating thereto or to any part thereof now in the power or custody of the said Robert Atkinson or which he can procure get or come by without suit in Law or Equity TO HAVE AND TO HOLD the said Messuage or dwelling House, Cottage Barn Stable and other the Buildings Close of Ground Beastgate or Cattlegate Tythes and all and singular other the Hereditaments and Premises hereinbefore mentioned to be hereby Demised and Granted and every part and parcel thereof with their and every of the Appurtenances unto the said Thomas Atkinson and Ann Petty their Executors Administrators and Assigns from the Day next before the Day of the Date of these presents for and during and unto the full End and Term of Nine hundred and Seventy eight years from thence next ensuing and fully to be compleat and Endue without Impeachment of or for any manner of waste YIELDING AND PAYING therefore Yearly and every year during the said Term unto the said Robert Atkinson his Heirs Executors Administrators or Assigns at or upon the Feast Day of Saint Michael one pepper corn if the same shall be lawfully demanded Provided always nevertheless less and these presents are upon this express condition and it is the true intent and meaning hereof and of the said partys herunto That if the said Robert Atkinson his Heirs Executors Administrators or Assigns or any of them shall and do well and truly pay or cause to be paid to the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns the full and just sum of Sixty Two Pounds of Lawfull Money of Great Britain with Interest for the same after the rate of Four Pounds and Five shillings for One Hundred pounds for One Year upon the Sixth Day of May next ensuing the Date of these presents without any Deduction or Abatement out of the same for or in respect of any Taxes Assessments Lords Rents or any other matter cause or thing whatsoever That their and from thenceforth this present Indenture and all the Estate and Term of Years hereby Granted shall cease determine and be utterly void and that then or at any Time after payment of the said Sixty two pounds and Interest as aforesaid they the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns shall and will at the request Costs and Charges of the said Robert Atkinson his Heirs Executors Administrators or Assigns reconvey and Assign or cause to be reconveyed conveyed and Assigned all and every the said hereinbefore Demised and Granted premises and all their respective Estate and Estate Term and Interest therein unto the said Robert Atkinson his Heirs Administrators Executors or Assigns or to such other person or persons as he or they shall in writing for that purpose direct and appoint free from all Incumbrances by them the said Thomas Atkinson and Ann Petty or either of them their or either of their Executors Administrators or Assigns made done or committed anything herein contained to the contrary thereof in anywise notwithstanding AND the said Robert Atkinson for himself his Heirs Executors and Administrators Doth Covenant promise and agree to and with the said Thomas Atkinson and Ann Petty their Executors Administrators and Assigns by these presents in manner following (that is to say) that he the said Robert Atkinson his Heirs Executors Administrators or Assigns shall and will well and truly pay or cause to be paid to the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns the said sum of Sixty Two Pounds with Interest for the same after the rate of Four pounds and Five shillings for One Hundred Pounds for one year on the said Sixth Day of May next ensuing the date hereof without any deduction to be made thereout as aforesaid according to the purport of the aforesaid proviso and the true intent and meaning of these presents And also that it shall and may be lawfull to and for the said Thomas Atkinson and Ann Petty their Executors Administrators and Assigns from Time to Time and at all Times from and after default shall happen to be made in payment of the said Sum of Sixty-two pounds and interest as aforesaid or any part thereof contrary to the Tenor true intent and meaning of the aforesaid proviso and Covenant for payment of the same peacefully and quietly to enter into have hold use occupy possess and enjoy all and singular the said Messuage or Dwelling house Cottage Barn Stable and other the Buildings Close of Ground Beastgate or Cattlegate Tythes and other the Hereditaments and Premises herein before Demised and Granted or mentioned or intended so to be and every part and parcel thereof with the Appurtenances and the rents Issues and profits thereof to receive and take to their own use and Uses for and during the residue and remainder of the said Term of Nine Hundred and Seventy

Nine Hundred and Seventy Eight Years which shall be then to come and unexpired without the lawful or Equitable Let Suit Trouble Interruption Eviction or Disturbance of or by him the said Robert Atkinson his Heirs Executors Administrators or Assigns or any other person or persons whomsoever. . . . And further that he the said Robert Atkinson and his Heirs Executors and Administrators and all and every other person or persons now having or lawfully claiming or which shall or may at any time hereafter have or lawfully claim any Estate Right Title Trust or Interest of into or out of the said Messuage or Dwelling House Cottage Barn Stable and other the Buildings Close of Ground Beastgate or Cattlegate Tythes and other the Hereditaments and premisses hereinbefore mentioned to be demised and Granted or any of them or any part or parts thereof by from or under the said Robert Atkinson shall and will from Time to Time and at all Times from and after Default shall happen to be made in payment of the said sum of Sixty Two Pounds and Interest as aforesaid or any part thereof contrary to the aforesaid proviso and the true intent and meaning of these presents upon the reasonable request of the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns but at all proper costs and charges in the Law of the said Robert Atkinson his Heirs Executors or Administrators make do Levy Seal Execute acknowledge and Suffer or cause or procure to be made done Levied Sealed Executed Acknowledged and Suffered all and every such further better more perfect and absolute Granting Assigning Assuring and Conveying of the said Messuage or Dwelling House Cottage Barn Stable and other the Buildings Closes of Ground Beastgate or Cattlegate and all and singular other the Hereditaments and premisses hereinbefore mentioned to be hereby Demised and Granted and every part and parcel thereof with the Appurtenances unto the said Thomas Atkinson and Ann Petty their Executors Administrators and Assigns for and during all the residue and remainder of the said Term of Nine Hundred and Seventy eight Years which shall be then therein and come and unexpired Discharged of and from the aforesaid proviso or Agreement from redemption of the said premisses or any Equity of redemption of the said premisses AS by the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns or their either or any of their Council learned in the Law shall be in that behalf reasonably advised devised or required And lastly it is hereby Covenanted Declared ~~as required and agreed~~ and agreed by and Between the said partys to these presents that in the meantime and until default shall happen to be made in payment of the said Sum of Sixty Two Pounds and Interest as aforesaid or some part thereof contrary to the aforesaid proviso and the true intent and meaning of these presents It shall and may be lawfull to and for the said Robert Atkinson his Heirs Executors Administrators Tenants and Assigns peacefully and quietly to have hold use occupy possess and enjoy all and singular the said hereinbefore Demised and Granted premisses and every part thereof with the Appurtenances and the rents Issues and profits thereof to receive and take to his or their own Use and Uses without the Lawful Let Suit Molestation or Hinderance of the said Thomas Atkinson and Ann Petty their Executors Administrators or Assigns or any other person or persons lawfully claiming or to claim by from or under them either or any of them In Witness whereof the partys above named have to this present Indenture Interchangeably set their Hands and Seals the Day and Year first above written.

ROBERT

ATKINSON