

DEEDS.

Number 206  
Series B 193.

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

WM GARR  
JOHN PARKINSON.

Sealed and Delivered by the within named  
ROBERT ATKINSON in the presence of us.

WM GARR  
JNO HARTLEY.

Sworn.

A. RAISTRICK,  
LINTON,  
SKIPTON,  
YORKS.

Dated 16th March 1776

ROBERT & THOMAS ATKINSON  
TO  
WILLIAM HERBER.

Mortgage of premisses at Malham being  
Messusge House Cottage & c., Tann  
Yard and Tann House with Closes called  
The Brigflatts and OpenCrofts and One  
Beastgate on Butterhaw.

A Memorial of the within written Deed was Registered at  
Wakefield the Nichteenth Day of June Seventeen Hundred  
and Seventy six near Ten in the fforenoon on Book BZ  
page 38 and Number 56.

J.M. TOPHAM, Dept. Reg.

16th March 1776

ROBERT & THOMAS ATKINSON

TO

WILLIAM HEBER

Mortgage of premisses at West  
Malham for security £192 : 10  
and Interest.

THIS INDENTURE of Three Parts made the Sixteenth Day of March int he year of Our Lord One Thousand Seven Hundred and Seventy Six and in the Sixteenth year of the Reign of his Majesty King George the Third BETWEEN Thomas Atkinson the Elder of Malham in the parish of Kirkby Malhamdale and County of York Yeoman of the first part Robert Atkin-son of Malham aforesaid Tanner of the second part and William Heber of Gargrave in the said County Gentleman of the third part WHEREAS by Indenture bearing Date on or about the Sixteenth Day of October now last past made Between the said Robert Atkinson of the one part and the said Thomas Atkinson on the other part It is Witnessed that the said Robert Atkinson in Consideration of the sum of One Hundred and fforty pounds therein mentioned to have been to him in hand paid by the said Thomas Atkinson Did Demise Grant Bargain Sell Assign and Set over unto the said Thomas Atkinson his Executors Adminstrators 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 also one Cottage house adjoining to the said Messuage House at the South End thereof one Garth or Garden and one Croft lying on the Backside of the said Messuage House And also all that Tann House with the Tann Yard and Croft thereto adjoining one Close or Inclosure of Arable or Meadow Ground lying on the South side of the said Tann House called or commonly known by the name of the Briggflatts containing by Estimation Three Roods of Land or thereabouts be it more or less one other Close or Parcel of Inclosed Arable or Meadow Ground called or commonly known by the name of the open Crofts containing by Estimation one Acre of Land or thereabouts be it more or less and One Beast-gate or Cattlegate or herbage Grassing and pasture for one full made Beast to go ffeed graze lye and depasture in upon and throughout all that stinted pasture called or commonly known by the name of Butter-haw with the proportionable part of the Ground and Soil of the said pasture to the said Beastgate or Cattlegate thereupon belonging All which said premisses are situte lying and being within the Town Township 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 Barnes Buildings Lands Closes Cattlegates 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 Tithes of Corn Grain and Hay and all Tithes of Well and Lamb and other Tythes of what nature kind or quality soever yearly arising renewing or Increasing or which shall 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 Obventions 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 ffields Yards Backsides Steerrooms Dughillsteads Orchards Gardens Tofts Crofts Ways Paths Passages Waters Waancourses Wateringplaces Hedges Ditches Walls ffences Trees Underwoods Commons Common of pasture Turbary Easements profits privileges Advantages Emoluments Hereditaments and Appurtances whatsoever to the said premisses every or any part thereof belonging or in any wise appertaining or accepted reputed had taken or known to be as part parcel or member thereof or incident appendant or appurtenant thereto to hold the said premisses with their Appurtenances from the Day next before the Day of the Date thereof for the term of Nine Hundred years without Impeachment of Wast Subject to a proviso there in contained for Redemption of the said premisses on payment by the said Robert Atkinson his Heirs Executors Adminstrators or Assigns unto the said Thomas Atkinson his Executors Adminstrators or Assigns of the said Sum of One Hundred and fforty pounds with Interest for the same after the rate therein mentioned on a certain day therein also mentioned as in and by the said in part recited

Indenture relation thereunto being had may more fully and at large appear And Whereas there is now due and owing unto him the said Thomas Atkinson upon the said in part recited Indenture of Mortgage the sum of One Hundred and forty pounds only all Interest for the same having been duly paid up to this Time And Whereas the said Robert Atkinson hath applied unto the said William Heber and requested him to lend and advance him the said sum of One hundred and forty pounds in order to enable him to pay of the said Thomas Atkinson (who hath agreed to take and accept his Money) and also the further sum of fifty Two pounds and Ten shillings and the said William Heber hath agreed to Lend and Advance him the same sums respectively (making together the sum of One Hundred and Ninety Two Pounds and Ten Shillings) upon an Assignments and Security of the said Messuage or Dwelling House Buildings Lands Closes Cattlegates Hereditaments and premises hereinbefore particularly recited and mentioned with their Appurtenances and of all other the Lands and premises of the said Robert Atkinson Now This Indenture Witnesseth that for and in Consideration of the said Sum of One Hundred and forty Pounds of Lawful Money of Great Britain to him the said Thomas Atkinson in hand well and truly paid by the said William Heber at or before the sealing and Delivery of these presents at the request for the proper Debt and by the Direction and appointment of the said Robert Atkinson Testified by his being made a party to and executing of these presents in full payment and satisfaction of all principle Money and Interest now due and owing unto him the said Thomas Atkinson upon the said in part recited Indenture of Mortgage the payment and Receipt whereof he the said Thomas Atkinson doth hereby Acknowledge and thereof and of every part thereof doth hereby Acquit Release and for ever discharge the said William Heber his Heirs Executors Administrators and Assigns and every of them for ever by these presents and also the said Robert Atkinson as well in consideration aforesaid as of the further Sum of fifty Two pounds and Ten Shillings of like lawful Money to him in hand likewise well and truly paid by the said William Heber at or before the sealing and delivery of these presents the payments and Receipt whereof he the said Robert Atkinson doth hereby Acknowledge and thereof and therefrom and of and from every part thereof doth hereby acquit Release and for ever Discharge the said William Heber his Heirs Executors Administrators and Assigns and every of them for every by these presents He the said Thomas Atkinson (at the request and by the like Direction and Appointment of the said Robert Atkinson Testified as aforesaid) Hath Bargained Sold Assigned Transferred and set over and by these presents Doth Bargain Sell Assign Transfer and set over and the said Robert Atkinson Hath Demised Granted Bargained Sold Assigned Transferred and set over Ratified and Confirmed and by these presents Doth Demise Grant Bargain Sell Assign Transfer and Set over Ratifye and Confirm unto the said William Heber his Executors Administrators and Assigns All that the aforesaid Messuage or Dwelling House Cottage Barn Stable Tann House Lands Closes Cattlegates and all and singular other the Hereditaments and premises hereinbefore particularly recited and mentioned and which were in and by the said in part recited Indenture Demised Granted and Assigned by the said Robert Atkinson to the said Thomas Atkinson and thereby mentioned and intended so to be with their and every of their Rights Members Annexations and Appurtenances and also all other the Lands Tenements Hereditaments and premises whatsoever of him the said Robert Atkinson situate at Malham aforesaid or elsewhere within the County of York and the Reversion and Reversions Remainder and Remainders Yearly and other Rents Issues and profits thereof and of every part thereof and all the Estate Right Title Interest Term and Terms for years yet to come and unexpired Trust property Claim and Demand whatsoever both at Law and in Equity of them the said Thomas Atkinson and Robert Atkinson or either of them into or out of the said Messuage or Dwelling House Cottage Barn Stable Tann House Lands Closes Cattlegate Hereditaments and premises hereby or mentioned and intended to be hereby Assigned or any part or parcel thereof with the Appurtenances and all Deeds Evidences and Writings whatsoever touching or in any wise concerning the said premises or any part thereof in the power or Custody of them the said Thomas Atkinson and Robert Atkinson or either of them or which they or either of them can procure get or come by without suit at Law or in Equity To Have and to Hold the said Messuage or Dwelling House Cottage Barn Stable Tann House

Barn Stable Tann House Lands Closes Cattlegates and all and singular other the Hereditaments and premisses hereby Granted and Assigned or mentioned and intended so to be and every part thereof with their and every of their Rights Members and Appurtenances unto the said William Heber his Executors Administrators and Assigns from henceforth for and during all the rest residue and remainder of the said Term of Nine Hundred years now to come and unexpired and until the same be fully compleat and finished and ended without Impeachment of Waste freed and absolutely Discharged of and from the aforesaid proviso or Agreement and all other provisos or Agreements for Redemption of the said premisses and all Equity of Redemption thereupon but subject nevertheless to the proviso or Agreement for Redemption of the said premisses hereinafter contained (that is to say) provided always and these presents are upon the Condition nevertheless and the true Intent and meaning hereof and of the said parties is and it is hereby Declared so to be that if the said Robert Atkinson his Heirs Executors Administrators or Assigns shall and do well and truly pay or cause to be paid unto the said William Heber his Executors Administrators or Assigns the full and just sum of One Hundred and Ninety Two pounds and Ten Shillings of Lawful Money of Great Britain with Interest for the same after the rate of four pounds and Ten shillings for One Hundred pounds for one year on the Sixteenth Day of June next ensuing the Date of these presents without any deduction Defalcation or Abatement in respect thereof on any account whatsoever That then and from thenceforth this Indenture and the Term and Estate thereby Granted and Assigned and every Clause and Sentence herein contained shall cease determine and be utterly void to all Intents and purposes and the said William Heber his Executors Administrators or Assigns shall and will at the Request Costs and Charges of the said Robert Atkinson his Heirs Executors Administrators or Assigns his or their Interest in the said Mortgaged premisses to or in Trust for the said Robert Atkinson his Heirs Executors Administrators or Assigns or to such other person or persons as he or they shall direct free from all Incumbrances whatsoever by the said William Heber his Executors Administrators or Assigns made done or committed anything hereinbefore contained to the contrary thereof in any wise notwithstanding And the said Robert Atkinson doth hereby for himself his Heirs Executors Administrators Covenant promise and agree to and with the said William Heber his Executors Administrators and Assigns by these presents in manner following (that is to say) that he the said Robert Atkinson his Heirs Executors or Administrators shall and will well and truly pay or cause to be paid unto the said William Heber his Executors Administrators or Assigns the said Sum of One Hundred and Ninety Two Pounds and Ten Shillings of Lawful Money of Great Britain with Interest for the same after the rate of four pounds and Ten Shillings for One Hundred Pounds for one Year on the said Sixteenth Day of June next ensuing the Date of these presents without any deduction in respect thereof 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 William Heber his Executors Administrators and Assigns from Time to Time and at all Times from and after Default shall happen to be made of or in payment of the said Sum of One Hundred and Ninety Two Pounds and Ten Shillings and Interest as aforesaid or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same and the true Intent and meaning of these presents peaceably and quietly to enter into have hold use occupy possess and enjoy the said Messuage or Dwelling House Cottage Barn Stable Tann house Lands Closes Cattlegate Hereditaments and premisses hereby or mentioned or intended to be hereby granted and Assigned and received and take the Rents Issues and profits thereof and of every part thereof to and for his and their own proper use and benefit without the Lawful Let Suit Trouble Hindrance Molestation Ejection or Disturbance of or by the said Robert Atkinson his Heirs Executors Administrators or Assigns or of or by any other person or persons whomsoever And that the said premisses are freed and absolutely Discharged of from and against all and all manner of former and other Incumbrances whatsoever And farther that he the said Robert Atkinson his Heirs Administrators Executors and all and every other person and persons having or Lawfully Claiming or who shall or may hereafter have or Lawfully claim any Estate Right Title Trust or Interest of into or out of the said premisses or any part thereof shall

and will from Time to Time and at all Times from and after Default shall happen to be made of or in payment of the said Sum of One Hundred and Ninety Two pounds and Ten Shillings and Interest as aforesaid or any part thereof contrary to the form and effect of the aforesaid proviso and Covenant for payment of the same and the true Intent and meaning of these presents upon every reasonable request of the said William Heber his Executors Heirs Administrators or Assigns make do seal and Execute or cause and procure to be made done sealed and Executed all and every such further and other Lawful and Reasonable Acts Deeds and Things Devices Conveyances Assignments and Assurances in the Law whatsoever for the further better more perfect and absolute Granting Conveying Assigning and Assuring of the said Messuage or Dwelling House Barn Stable Tann House Lands Closes Cattlegates and premisses hereinbefore mentioned and intended to be hereby granted and Assigned and every part thereof with their and every of their Appurtenances unto the said William Heber his Executors Administrators and Assigns for and during all the then rest and residue of the said Term of Nine Hundred years thereunto to come and unexpired without Impeachment of Waste as by the said William Heber his Executors Administrators or Assigns or his or their Council learned in the Law shall be reasonably Advised Devised or Required And the said Thomas Atkinson doth hereby for himself his Heirs Executors and Administrators Covenant promise and Agree to and with the said William Heber his Executors Administrators and Assigns That he the said Thomas Atkinson hath not at any Time heretofore done or Committed or wittingly or willingly suffered to be done or Committed any Act Deed Matter or thing whatsoever whereby or by means whereof the said Messuage or Dwelling House Barn Stalls Tann House Lands Closes Cattlegates and premisses hereby Assigned or mentioned and intended so to be or any part thereof are or shall or may be Charged Impeached or Incumbred in Title Charge Estate or otherwise howsoever In Witness whereof the said parties to these presents have hereunto Interchangeably set their Hands and Seals the day and year first above written.

THOMAS

ATKINSON.

ROBERT

ATKINSON.

Received the Day and year just within written of and from the within named William Heber the Sum of One Hundred and fferty pounds of Lawful Money of Great Britain being in full for the consideration Money within mentioned to be by him paid to me As Witness my Hand.

Witness.

WM CARR.  
JOHN PARKINSON.

THOMAS ATKINSON.

Received the Day and year first with in written of and from the within named William Heber the sum of ffifty two pounds and Ten Shillings of Lawful Money of Great Britain being the consideration Money within mentioned to be by him paid to me As Witness my hand.

Witness.

WM CARR.  
JOHN PARKINSON.

ROBERT ATKINSON.

I the written and within named William Heber do hereby acknowledge to have received the Sum of One Hundred and ffifty Eight pounds in part of the principle due to me on the within Mortgage But at the same Time Be it remembered that the Interest of the whole sum secured to me by this Deed is due and owing to me from the Date thereof to this time As Witness my hand this 30th day of October in the year of our Lord 1776.

Witness.

WM CARR.

WM HEBER.

( NOTE. The above entry appears to be in Wm Hebers handwriting.)

WHEREAS I the written and within named Robert Atkinson have this day borrowed had and Received of the within named William Heber the further sum of Twenty pounds on the Credit of the Messuages Buildings Lands Tenements Hereditaments and premisses within mentioned and contained Now I the said Robert Atkinson do hereby promise to pay unto the said William Heber or his Order the said sum of Twenty pounds of Lawful Money of Great Britain with Interest for the same after the rate of ffour pounds and Ten Shillings for One Hundred pounds for one Year on the Sixteenth Day of June next for value received by me as aforesaid And I the said Robert Atkinson do hereby agree to and with the said William Heber his Executors Administrators and Assigns That the Messuages Buildings Lands Tenements Hereditaments and premisses within mentioned and contained with their and every of their Appurtenances shall from henceforth stand charged and Chargeable with and be a Security for the repayment of the said Sum of Twenty pounds with Interest for the same after the rate aforesaid And I the said Robert Atkinson Do hereby Declse that the Messuages Buildings Lands Tenements Hereditaments and premisses with their Appurtenances or any part or parts thereof shall not be redeemed or Redeemable either at Law or in Equity by me the said Robert Atkinson my Heirs Executors Administrators or Assigns without full payments by made of the said sum of Twenty pounds and Interest as well as the within mentioned principle sum and Interest As Witness my Hand this first day of April in the year of our Lord One Thousand Seven Hundred and Seventy Six.

Witness.

WM CARR.  
JOHN HARTLEY.

ROBERT ATKINSON.