

008/009

DATED 28th June 1955

MR. & MRS. W. A. COWELL

to

MR. W. D. DAVIES

Draft/

LEGAL CHARGE

of freehold property known as
Newland House Farm Horton-in-
Ribblesdale in the West Riding
of the County of York.

Expensed
15th June, 1955
J.D.

BROADBENT & DAVIES
DARWEN.

THIS LEGAL CHARGE is made the 33rd day of June 1955

BETWEEN WILLIAM ASHWORTH COWELL of "Moorside" Darwen in the County of Lancaster Builder and Contractor and MARY COWELL his wife (hereinafter called "the Borrowers") of the one part and WILLIAM DENISON DAVIES of Arch Street Darwen aforesaid Solicitor (hereinafter called "the Lender") of the other part

WHEREAS:-

(1) The Borrowers are seised in fee simple in possession of the freehold property described in the Schedule hereto free from incumbrances and the Lender has agreed to lend to the Borrowers the sum of £ 1100 upon the repayment thereof with interest being secured in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of £ 1100 paid by the Lender to the Borrowers (the receipt whereof the Borrowers hereby acknowledge) the Borrowers hereby covenant with the Lender that they will on the 23rd day of December next pay to the Lender the sum of £ 1100 with interest thereon from the date hereof at the rate of £4.10.0. per cent per annum And if the said sum or any part thereof shall not be paid on the said date will pay to the Lender (as well after as before any Judgment) interest on so much of the said sum as shall for the time being be unpaid at the rate aforesaid

2. FOR the consideration aforesaid the Borrowers as Beneficial Owners hereby charge by way of legal mortgage ALL THAT the property described in the Schedule hereto with the payment to the Lender of the principal money interest and other money hereby covenanted to be paid by the Borrowers

3. IF the Borrowers shall on the 23rd day of December next pay to the Lenders the said sum of £ 1100 with interest thereon from the date hereof in accordance with the covenant hereinbefore contained the Lender will at the request

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and cost of the Borrowers duly discharge this Security

4. THE Borrowers hereby covenant with the Lender as follows:-

(a) That so long as any money remains owing on this security the Borrowers will keep the buildings for the time being comprised in this security insured in the name of the Lender and the Borrowers against loss or damage caused by fire or aircraft in the sum of £5000 at least with some Insurance Office approved by the Lender and will make all payments required for that purpose as and when the same shall become due and will when required by the Lender produce to him the policy or policies of such insurance and the receipts for each such payment and if the Borrowers shall fail to perform any of the obligations under this clause and if the Lender shall thereupon insure the said buildings in any sum or sums not exceeding in the aggregate the amount aforesaid the Borrowers will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the rate of £4.10.0.0. per cent per annum from the date of demand until repayment on any money not repaid on demand as aforesaid and all such moneys and interest shall be charged on the property hereby charged.

(b) That so long as any money remains owing on this security the Borrowers will keep the buildings for the time being comprised in this security in good repair and condition and if the Borrowers shall fail to do so the Lender shall thereupon be entitled to enter upon the premises hereby charged or any part thereof and execute such repairs as may be necessary or proper without thereby becoming liable as Mortgagee in possession and the Borrowers will on demand repay to the Lender all the expenses thereby incurred by the Lender and will pay interest at the rate

of £4.10.0. per cent per annum from the date of demand until repayment on any moneys not repaid on demand as aforesaid and all such expenses and interest shall be charged on the property hereby charged

5. PROVIDED further that

(a) The Borrowers shall not be entitled to exercise any powers of leasing or accepting surrenders of leases given by any statute in that behalf except with the consent in writing of the Lender

(b) Section 93 of the Law of Property Act 1925 restricting the right of consolidation shall not apply to this security

IN WITNESS whereof the Borrowers have hereunto set their hands and seals the day and year first before written

THE SCHEDULE above referred to

ALL that freehold farm known as Newland House Farm situate in the Parish of Horton-in-Ribblesdale in the West Riding of the County of York containing 678 acres 2 roods 32 perches or thereabouts and now in the occupation of Mr. Robert Wolfenden Morphet TOGETHER with (a) 5 sheep gaits on Mean Moss

(b) A right of Turbary on Fawcett Moor

SIGNED SEALED AND DELIVERED
by the said William
Ashworth Cowell and Mary
Cowell in the presence of:--

Bonda Ashworth

Clerk with Broadbent, Danes

Sullivan

Danes

W.A. Cowell

M. Cowell

CS

CS