

008/011

DATED 23rd June 1955

8 / MR. and MRS. W.A. COWELL

- to -

MR. W.D. DAVIES

Legal Charge

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

*Vacating Receipt
26 July 1957*

BROADBENT & DAVIES
DARWEN.



is made the
twenty third day of *June* One thousand nine hundred
and fifty five 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 *One thousand*
one hundred pounds 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 *One thousand*
one hundred pounds 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 *twentieth* day of *December* next pay to the Lender the sum of *One thousand one hundred pounds* with interest thereon from the date hereof at the rate of Four pounds ten shillings 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 *twentieth* day of *December* next pay to the Lenders the said sum of *One thousand one hundred pounds* with interest thereon from the date hereof in accordance with the covenant hereinbefore contained the Lender will at the request 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 Five thousand pounds 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 Four pounds ten shillings 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 Four pounds ten shillings 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 Six hundred and seventy eight acres two roods Thirty two perches or

thereabouts and now in the occupation of Mr. Robert Wolfenden Morphet TOGETHER with (a) Five 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:-)

H. A. Cowell

M. Cowell

*Brenda Ashworth
Clark with
Broadbent & Davies,
Solicitors, Dawson.*



WE WILLIAM RUSSELL DAVIES of Auchenbrae Rockcliffe Dalbeattie

Kirkcudbrightshire and AGNES WEIR SHAW DAVIES his wife hereby

acknowledge that we have this *twenty sixth* day of *July* One thousand nine hundred and fifty seven received the sum of Six hundred pounds ten shillings representing the balance remaining owing in respect of the Principal money secured by the above written Legal Charge together with all interest and costs payment having been made by the above named William Ashworth Cowell and Mary Cowell

AS WITNESS our hands this *twenty sixth* day of *July* One thousand nine hundred and fifty seven

W. Russell Davies
A. W. S. Davies