

No. 28.

L/O No.

Branch,

Account,

Dated

1891.

*Mr James Brooke*

TO

THE NATIONAL PROVINCIAL BANK OF ENGLAND,  
LIMITED.

*draft*

**Mortgage.**

Dated

18

SURRENDER OF MORTGAGE TERM.

**This Indenture** made the

One thousand eight hundred and

day of

BETWEEN the within-named  
NATIONAL PROVINCIAL BANK OF ENGLAND LIMITED (hereinafter called the said  
Bank) of the one part and the within-named

of the other part WITNESSETH that they the said Bank as Mortgagees do assign and surrender  
unto the said his executors administrators and assigns  
ALL AND SINGULAR the hereditaments and premises which now by any means are vested in  
the said Bank subject to redemption under or by virtue of the within-written Indenture Together  
with all ways easements rights and appurtenances whatsoever to the said premises belonging or in  
anywise appertaining And all the estate right title interest claim and demand whatsoever  
of the said Bank into and upon the said premises and every part thereof TO HOLD all  
and singular the hereditaments hereby assigned and surrendered or intended so to be unto the said  
his executors administrators and  
assigns for all the residue now to come of the term created thereon by the within-written Indenture  
discharged from all principal moneys and interest intended to be secured by the within-written  
Indenture IN WITNESS whereof the said Bank have hereunto affixed their Seal the day and  
year first above written.

TR01

**This Indenture** made the \_\_\_\_\_ day of \_\_\_\_\_

One thousand eight hundred and \_\_\_\_\_ BETWEEN James Scollon  
of Grove House Liverpool Road Lower Walker County  
of Kent Builder and Contractor

(hereinafter called the said Mortgagor) of the one part and THE NATIONAL PROVINCIAL BANK OF ENGLAND LIMITED (hereinafter called the said Bank) of the other part WITNESSETH that the said Mortgagor doth for himself his heirs executors and administrators covenant with the said Bank their successors and assigns that he the said Mortgagor his heirs executors or administrators will on demand pay to the said Bank their successors or assigns all such sums of money as now are or as shall from time to time be owing by the said Mortgagor his heirs executors or administrators either solely or jointly with any other or others in partnership or otherwise and whether as principal or surety to the said Bank anywhere upon banking account or upon any discount or other account or for any other matter or thing whatsoever including interest discount commission and all other banking charges And it is hereby declared that such demand may be served either personally upon the said Mortgagor his heirs executors or administrators or left for him or them at his or their usual or last known place of abode in England or on any part of the premises hereby mortgaged AND THIS INDENTURE FURTHER WITNESSETH that for further securing the payment of the moneys hereinbefore covenanted to be paid the said Mortgagor pursuant to every power and by force of every estate enabling him in this behalf DOETH hereby as beneficial owner demise and assign unto the said Bank their successors and assigns ALL AND SINGULAR the hereditaments and premises described or referred to in the Schedule hereto Together with all and singular the fixed and moveable plant machinery and fixtures implements and utensils now or hereafter fixed to or placed upon or used in or about the said hereditaments and premises respectively And all ways easements rights and appurtenances whatsoever to the said hereditaments and premises belonging or in anywise appertaining TO HAVE AND TO HOLD all and singular the hereditaments and premises hereby demised and assigned with their appurtenances unto the said Bank their successors and assigns as to the said hereditaments and fixed plant machinery and fixtures for and during the residue of the term of years granted therein by the Indenture of Lease of the \_\_\_\_\_ day of \_\_\_\_\_ One thousand eight hundred and \_\_\_\_\_ mentioned in the

Part 1 + 2 of

Schedule hereto save and except the last ten days of the said terms at the yearly rent of a peppercorn if demanded And as to the said moveable plant machinery and fixtures implements and utensils absolutely

~~as to the hereditaments~~  
~~to the several Indentures of Mortgage & surety covenants or ref<sup>d</sup> to in Part 1 + 2 of the Schedule~~  
SUBJECT nevertheless to this proviso that if the said Mortgagor his heirs executors administrators or assigns shall duly pay to the said Bank their successors or assigns all such sums of money as now are or shall from time to time become payable under the aforesaid covenant Then the said Bank their successors or assigns will at the request costs and charges of the said Mortgagor his executors administrators or assigns surrender or assign to him or them or as he or they shall direct all the said premises hereinbefore expressed to be hereby demised and assigned with their appurtenances free from all incumbrances whatsoever made done or committed by the said Bank their successors or assigns AND the said Mortgagor doth hereby for himself his heirs executors and administrators covenant with the said Bank their successors and assigns that the said Mortgagor his heirs executors administrators or assigns will at all times during the continuance of this security keep the buildings which shall from time to time be standing upon the hereditaments hereby demised and the said plant machinery fixtures implements and utensils in a good state of repair and in perfect working order And also insured against loss or damage by fire in their full value for the time being in such office or offices as the said Bank shall approve And will punctually pay all premiums necessary for such purpose And will on demand produce to the said Bank the policy or policies of such insurance and the receipt for every such payment And will apply all moneys which may be received by virtue of any such policy either in making good the loss or damage or in or towards the discharge of the moneys which shall for the time being be due to the said Bank on the security of these presents as shall be required by the said Bank And also that if default shall be made in keeping the said premises so insured it shall be lawful for the said Bank to insure and keep insured all or any of the same premises in manner aforesaid and to carry any moneys expended for that purpose to the debit of the said Mortgagor his executors or administrators in his or their accounts with the said Bank PROVIDED ALWAYS and it is hereby declared that the statutory power of sale shall be exercisable at any time after the expiration of three calendar months next after the moneys owing on this security shall have become payable or immediately upon the said Mortgagor being adjudicated a bankrupt or presenting any petition for the liquidation of his affairs by arrangement or composition with creditors without regard to the 20th section of the Conveyancing and Law of Property Act 1881 which section shall not apply to any sale made by virtue of these presents AND IT IS HEREBY FURTHER AGREED AND DECLARED that the said Bank shall be at liberty from time to time to give time for payment of any bill or bills of exchange promissory note or promissory notes or other security or securities which may have been discounted for or received in account from the said Mortgagor by the said Bank or on which the said Mortgagor

Part 1 + 2 of

to the several Indentures of Mortgage & surety covenants or ref<sup>d</sup> to in Part 1 + 2 of the Schedule

shall or may be liable as drawer or endorser or otherwise to any party or parties liable thereon or thereto as the said Bank shall in their discretion think fit without in any manner releasing the said Mortgagor his executors or administrators or affecting the security hereby made AND that these presents shall constitute and be a continuing security to the said Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect the security created by any deposit which may have already been made with the said Bank of the title deeds and writings relating to the hereditaments and premises hereby demised or any other securities which the said Bank may now or at any time hereafter hold for or in respect of the moneys intended to be hereby secured or any part thereof.

In Witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the above-named

*James Trollope*

in the presence of



THE SCHEDULE ABOVE REFERRED TO.

~~All the hereditaments and premises comprised in or affected by the following Deeds and Documents or any of them; that is to say~~

Part 1.

All those five plots of land situate in the parish of Walmers in the County of Kent and fronting upon Grove Lane with the five messuages or tenements erected thereon more particularly described in the Plan drawn in the margin of a certain Indenture of Lease dated the eighth day of September 1875 and made between Henry Pringle Buyers John Henderson Walker Leith and Douglas Slawson of the first part Frederick Leith of the second part and the said James Trollope of the third part being a Lease of the said premises to the said James Trollope for a term of ninety nine years from the 11<sup>th</sup> day of October 1874 at an annual ~~at a ground~~ Rent of five pounds eighteen shillings ~~per annum~~. The above mentioned premises being subject to an Indenture of mortgage dated the 11<sup>th</sup> day of October 1875 made between the sd James Trollope of the one part Stephen Birds of the other part for securing the repayment of the principal sum of £800 Interest And also (with the premises described in Part 2 with other premises therein mentioned) loan Indenture of further charge dated the 11<sup>th</sup> day of October 1877 made between the same parties for securing the repayment of the principal sum of £400 Interest.

Part 2

All that piece or parcel of land a ground situate in the parish of Walmers aforesaid fronting upon Grove Lane & particularly delineated

in the plan drawn in the margin of a certain Indenture of Lease  
dated the 10<sup>th</sup> day of October 1876 made between John Anderson  
Douglas Harvey Tho. Cuppage Bruce & William Ketherside of the 1<sup>st</sup>  
part Frederic Keith of the 2<sup>d</sup> part & the s<sup>r</sup> James Trollope of the 3<sup>d</sup>  
part being a Lease of the s<sup>d</sup> premises to the s<sup>r</sup> James Trollope for a  
term of 98 years from the 11<sup>th</sup> day of October 1875 at an annual  
rent of £6-14-3. Together with the messuages buildings & erections  
erected to be erected thereon.

The above premises being subject to an Indenture of Mortgage dated  
the 11<sup>th</sup> day of October 1876 made between the s<sup>r</sup> James Trollope of the one  
part & the s<sup>r</sup> Wm. Hinds of the other part for securing the repayment  
of the principal sum of £600 interest And also subject to the before  
mentioned Indenture of Further Charge dated the 11<sup>th</sup> day of October 1877.