

No. 26.

L/O No.

Branch,

Account,

Dated

1891.

Mr James Torlope

TO

THE NATIONAL PROVINCIAL BANK OF ENGLAND,
LIMITED.

Draft

Mortgage.

Dated

18

RECONVEYANCE.

This Indenture made the

day of

One thousand eight hundred and 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 grant assign and release
unto the said his heirs executors administrators
and assigns respectively 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
hereditaments belonging or in anywise appertaining And all the estate right title interest claim
and demand of the said Bank in to or upon the said premises TO HOLD all and singular the
hereditaments and premises hereby granted assigned and released or intended so to be unto and to
the use of the said his heirs executors
administrators and assigns respectively for ever 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.

This Indenture made the _____ day of _____

One thousand eight hundred and _____ **BETWEEN** *James Scollope*
of Grove House Liverpool Road Lower Walker
County of Kent - Builder and Contractor.

(hereinafter called the said Mortgagor) of the one part **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 their successors or assigns 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 on 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** as beneficial Owner appoint and also grant 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 And all the estate right title interest claim and demand of the said Mortgagor in to or upon the said premises **TO HAVE AND TO HOLD** all and singular the hereditaments and premises hereby assured with their appurtenances unto and to the use of the said Bank their successors and assigns for ever *to the several premises mentioned or referred to in the said Schedule hereto &*

SUBJECT nevertheless to this proviso that if the said Mortgagor his heirs executors administrators or assigns shall duly pay unto 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 heirs or assigns reconvey to him or them or as he or they shall direct the said hereditaments and premises 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 assured and the said plant machinery and 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 their successors and assigns 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 bankruptor having a receiving order made against him 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 on account from the said Mortgagor by the said Bank or on which the said Mortgagor shall or may be liable as Drawer or Indorser 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 assured 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

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—

All that piece or parcel of land in the par of Malmer afd contg by adm^o: 3-2-18 more or less (save & except a small piece or parcel thereof sold by the sd Jas Trollope to Mary Jane Smith) abutting to a certain Road there called the new Road towards the N. E. to or land of the sd Jas Trollope in part & to lands of the Trees of the Leith betw in or part towards the S. E. to or land of the sd Trees towards the S. W. & to the sd premises sold to the sd Mary Jane Smith in pt & in or pt to the Dovers & Deal R^o towards the N. And also all those 8 meases or buttes with the outbuildings thereto & the stores granary & blays eried & built by the sd Jas Trollope on the sd piece or parcel of land or on some pt thereof And all or the erions & blays wch now are or at any time here shall be eried & built on the sd piece or parcel of land or on some pt thereof wch sd piece or parcel of land was conveyed to the sd Jas Trollope by the Leith Trees by an Indre dated the 6th day of April 1880.

The above mentid herts & premises bey subject to an Indre of mtge dated the 1st day of May 1880 made between the sd Jas Trollope of the one pt & the Leith Trees of the o^r pt for rec^o: £600 & int^o And also subjt^o (with o^r premises in Campbell R^o Malmer sold off to Messrs Ralph & Dewell) to an Indre of mtge dated the 14th day of January 1882 & made betw the same pties for rec^o: the repaymt^o of the prin^l sum of £1000 (of wch the sum of £800 only now remains due) & int^o And also subjt^o to an Indre of mtge dated the 8th day of Sept^r 1884 & made betw the same pties for rec^o: the repaymt^o of the prin^l sum of £800 & int^o.