

Sir Charles Markham's Abstract of Title to Chaddesden Hall and Chaddesden Park

If you live in an older house in Chaddesden, you may have a set of title deeds that is redundant once your ownership has been registered with the Land Registry. These documents will include an Abstract of Title that records previous ownership of the land where your house stands. As the Wilmot family of Chaddesden Hall owned most of the land in Chaddesden parish, the abstract is likely to start with the will of Sir Henry Wilmot dated 23rd May 1891. What follows will be similar in all abstracts (although the wording may vary) up to the sale of the Chaddesden Estate on 22 March 1918.

After that date the abstract will record the sale of the land as the estate was broken up into smaller areas and re-sold, sometimes several times, before becoming a house building plot. These abstracts are often hard to read as they are typewritten and contain obscure abbreviations like a verbose legal version of a text message. This abstract, which was prepared when Sir Charles Markham began to sell parts of Chaddesden Park for house building is relatively easy to read as it was printed and contains few abbreviations.

Sir Charles Markham (1899-1952)

Charles Markham inherited his title and the family fortune from his father, Sir Arthur Basil Markham, at the age of 17. Sir Arthur was the founder of the Markham Colliery Company and the MP for Mansfield for many years. Arthur Markham's father and Sir Charles Markham's grandfather was also Charles Markham who was Assistant Locomotive Superintendent for the Midland Railway at Derby before going on to form the Staveley Coal and Iron Company in partnership with Richard Barrow. Charles Markham senior married Rosa Paxton, a daughter of Sir Joseph Paxton, head gardener at Chatsworth House and designer of the Crystal Palace. Sir Charles Markham was therefore a great-grandson of Sir Joseph Paxton.

In 1921 Sir Charles Markham bought Longford Hall near Ashbourne. His business interests, acquired while he lived at Longford, included breeding Friesian cattle, a dairy in Nottingham, the Tiger Bar in Derby, shops on Sadler Gate and, as the abstract relates, the purchase of Chaddesden Hall and Park in 1926. It was under Markham's ownership that Chaddesden Hall was demolished and land fronting Nottingham Road and Chaddesden Lane at the edge of the park was sold for house building. Gaps left between the houses, which are now entrances to the park show where the estate roads would have been, but this development was halted by the 1929 Derby and District Town Planning Scheme which designated the remainder of the park, about 60 acres, as open space. In response, Sir Charles claimed compensation of £33,337 which was the estimated value of the park as building land.

Around that same time, Sir Charles became involved in a second set of legal proceedings when a bankruptcy notice was issued against him. It took until 1934 for the compensation case to be settled when the arbitrator ordered Derby Corporation to pay compensation of £4,396. The amount was reduced from the original claim because much of the park was subject to flooding from the Chaddesden Brook and unsuitable for house building.

Sir Charles Markham later emigrated to Kenya, then part of the British Empire, where he re-married in 1942 and died in 1952.

Abstract of the Title

OF

SIR CHARLES MARKHAM BART. to Chaddesden Hall and
Grounds and Park situate at Chaddesden in the County of Derby.

3rd May, 1891.

By his Will of this date BRIGADIER-GENERAL SIR HENRY WILMOT of Chaddesden Hall in the County of Derby V.C. C.B. appointed his sister CONSTANCE HARRLETT WILMOT his cousin ALFRED EDWARD MILLER MUNDY of Shipley Hall in the said County of Derby Esquire and his nephew HENRY WILMOT MITCHELL of Ballinure in the County of Wicklow Ireland a Captain in Her Majesty's 14th Regiment of Hussars EXECUTORS and appointed the said ALFRED EDWARD MILLER MUNDY and HENRY WILMOT MITCHELL TRUSTEES thereof and after making certain specific and pecuniary legacies devised and bequeathed

HIS said Mansion called Chaddesden Hall and all other his real and leasehold estates whatsoever and wheresoever

UNTO the said A. E. M. Mundy and H. Wilmot Mitchell who were thereafter designated his Trustees IN TRUST to permit his said sister to use and enjoy the same during her life and from and after her decease

IN TRUST for his nephew Ralph Henry Sacheverel Wilmot until he attained the age of 21 years and from and after the decease of his sister and the attainment by the said R. H. S. Wilmot of the age of 21 years he devised all his real estates

TO THE USE of the said R. H. S. Wilmot and his assigns during his life without impeachment of waste with remainder

TO THE USE of every son of the said R. H. S. Wilmot successively according to their respective seniorities in tail male with remainders over

Name and Arms Clause

POWERS of jointuring and charging portions by each person made tenant for life

DULY executed and attested.

5th April, 1901.

Sir Henry Wilmot died at Bournemouth.

9th July, 1901.

Will proved at Derby by all the Executors.

1st Dec., 1910.

BY AN ORDER of the Chancery Division made in the matter of the Freehold Mansion known as Chaddesden Hall in the County of Derby and other the real estate settled by the Will of Sir Henry Wilmot Bart. dated the 23rd day of May 1891 and in the matter of the Settled Land Acts 1882-1890.

The Judge thereby appointed the said A. E. M. Mundy of Shipley Hall in the County of Derby Gentleman of no occupation and R. W. Mitchell a Major in His Majesty's 14th Regiment of Hussars Trustees under the said Settlement for the purposes of the above-mentioned Acts but such Trustees were not without the leave of the Judge to exercise the powers conferred by Section 10 of the Settled Land Act 1890

11th March, 1916. THE said Constance Harriet Wilmot died this day.

16th May, 1916. BY AN AGREEMENT of this date made between the said SIR R. H. S. WILMOT therein described as of Winthorpe Grove Newark Bart. (hereinafter called "the Vendor") of the one part and SAMUEL ARTHUR WALLIS of West View Long Eaton in the County of Derby Lace Manufacturer (hereinafter called "the Purchaser") of the other part Vendor agreed to sell subject to the leave of the Court or a Judge thereof being obtained as therein mentioned hereditaments specified in the 1st Schedule thereto and by way of identification and not of extension delineated on Plan thereto annexed and surrounded by a pink verge line for the sum of £100,000 upon the terms of the agreement contained

Stamp 6d.
Original produced and examined at offices of Messrs. Starkie & Lewis Long Eaton this 25th August, 1926.
J. H. POWELL,
A.S.M.

NOTE: The Plan (Copy of Ordnance Map Chaddesden 6 ins. to 1 mile) is the same as that on subsequent Conveyance so far as applicable.
J.H.P.

THE FIRST SCHEDULE above referred to.

(inter alia)

Numbers	Names of Tenants	Quantities		
		A.	R.	1
293	Chaddesden Hall and Grounds	4	0	1
Pt. 294				
296		3	2	2
297		3	1	3
301		25	0	2
301A	Tomlinson T. H.	8	1	2
304		26	1	2
304A		2	1	1
302		Water	1	1
303	Do.	1	1	2

SIGNED by both parties.

20th Nov., 1917. BY INDENTURE of this date made between the said A. E. M. MUNDY and H. W. MITCHELL (hereinafter called "the old Trustees") of the 1st part the said SIR R. H. S. WILMOT of the 2nd part and SIR HUGO MEYNELL FITZHERBERT of Tissington Hall Ashbourne in the County of Derby Bart. WILLIAM FITZHERBERT of Aston Somerv Broadway in the County of Gloucester and the REV. HENRY EDWARD FITZHERBERT of Thrapstone Rectory in County of Northampton Clerk in Holy Orders (hereinafter called "the New Trustees") of the 3rd part.

Stamp 4s.

AFTER RECITING that under the hereinbefore abstracted Will of Sir Henry Wilmot certain hereditaments were settled to certain uses under which the said Sir R. H. S. Wilmot was the tenant for life in possession.

AND RECITING hereinbefore abstracted Order of the Court of the 21st December 1910.

AND RECITING that the old Trustees desired to retire from their Trusteeship and to appoint the new Trustees in their place and the said Sir R. H. S. Wilmot approved of such appointment and the new Trustees had agreed to accept same.

IT WAS WITNESSED as follows:—

1. In exercise of the statutory and all other powers given to them the old Trustees thereby with the approval of Sir R. H. S. Wilmot appointed the new Trustees to be Trustees of the Settlement created by the said Will for the purposes of the Settled Land Acts 1882-1890 in the place of the old Trustees.
2. The old Trustees thereby declared that all heirlooms and other property if any vested in them on the trusts of the said Will and capable of being vested by that declaration should vest in the new Trustees for all the estate and interest then subject to the trusts of the said Will upon the Trusts and subject to the powers and provisions applicable thereon respectively by virtue of the said Will or otherwise.

DULY executed and attested.

16th July, 1917. BY AN ORDER of the Chancery Division made in the matter of the freehold mansion known as Chaddesden Hall in the County of Derby and other the real estate settled by the Will of Sir Henry Wilmot Bart. dated the 23rd day of May 1891 and in the matter of the Settled Land Acts 1882-1890.

IT WAS ORDERED that Sir R. H. S. Wilmot be authorised to sell the principal Mansion House and Pleasure Ground and Park and Lands usually occupied therewith settled by the above-mentioned settlement in such manner and subject to such particulars conditions and provisions as he might think fit.

14th Jan., 1918. THE said Sir R. H. S. WILMOT died this day leaving his eldest son Sir Arthur Ralph Wilmot an infant under the age of 21 years.

8th August, 1918. INDENTURE of this date made between the said SIR HUGO MEYNELL FITZHERBERT WILLIAM FITZHERBERT and the REV. HENRY EDWARD FITZHERBERT (hereinafter called "The Trustees") of the 1st part SAID ARTHUR WALLIS of the 2nd part and HARRY SMITH of Leicester House Kenilworth Road Leamington Spa County of Warwick Motor Manufacturer ALFRED BEDNELL of The Firs Stoke Park Coventry in the said County of Warwick Engineer and WILLIAM ALFRED WALLIS of The Spinney Long Eaton aforesaid Solicitor (hereinafter called "The Purchasers") of the 3rd part.

Stamp £352.
Original produced and examined at Long Eaton as before.
J.H.P.

AFTER RECITING that under the hereinbefore abstracted Will (duly proved as hereinbefore abstracted) and the assent of the Executors and devisees therein contained and in the events which had happened the messuages lands and hereditaments thereinafter described forming together with other hereditaments an Estate known as The Chad Estate immediately before the death of the said Sir Ralph Henry Sacheverel Wilmot stood limited to the use of the said Sir R. H. S. Wilmot for life in possession with remainder to the use of his Son then Sir Arthur Ralph Wilmot in tail male

AND RECITING that the said Will contained no power of sale and no Trustees were thereby appointed for the purposes of the Settled Land Acts 1882-1890.

AND RECITING hereinbefore abstracted Order of the Court of the 21st December 1910.

AND RECITING hereinbefore abstracted Order of the Court of the 16th July 1917.

AND RECITING hereinbefore abstracted Indenture of the 20th November 1917.

AND RECITING that the said Sir R. H. S. Wilmot agreed with the said S. A. Wallis for the sum of £100,000 of the bulk of the Chaddesden Estate (including the messuages lands and hereditaments thereinafter described) in fee simple in possession

AND RECITING death of the said Sir R. H. S. Wilmot as hereinbefore abstracted

AND RECITING that the said Sir A. R. Wilmot was an Infant under the age of 21 years.

AND RECITING that the Trustees on behalf of the said Infant in exercise of the powers conferred on them by the said Acts agreed to carry into effect the said agreement.

AND RECITING that since the death of the said Sir R. H. S. Wilmot various portions of the Chaddesden Estate contracted to be sold to the said S. A. Wallis as aforesaid had been conveyed by several conveyances to various Sub-purchasers from the said S. A. Wallis but no Conveyance of the hereditaments thereinafter described and intended to be thereby assured had been executed.

AND RECITING agreement by the said S. A. Wallis with the Purchasers for the sale of the land and hereditaments thereafter described at the price of £35,200 subject to and with the benefit of reservations and rights thereafter reserved and contained.

AND RECITING agreement as to apportionment of the purchase money between the Trustees and said S. A. Wallis.

IT WAS WITNESSED that in pursuance of the said agreements and in consideration of £26,070 then paid by the Purchasers out of moneys belonging to them on a joint account to the Trustees by the direction of the said S. A. Wallis (the receipt and payment acknowledged) and of £9,130 then paid &c. to the said S. A. Wallis (the receipt acknowledged) The Trustees as Trustees at the request of the said S. A. Wallis and by virtue of the powers vested in them by the Settled Land Acts 1882-1890 and of every or any other power enabling them in that behalf and with the approval of the Court as appeared by the thereinbefore recited Order of the Court of the 16th July 1917 thereby on behalf of the said Infant granted and conveyed and the said S. A. Wallis as Beneficial Owner thereby conveyed and confirmed unto the Purchasers.

(inter alia)

FIRST ALL AND SINGULAR the Mansion Capital and other messuages farms lands woods and other hereditaments comprising in the whole 704A. 3R. 30P. or thereabouts with the farm-houses dwelling-houses cottages farm-buildings and other erections thereon forming part of the Chaddesden Estate situate in the Parishes of Chaddesden and Spondon and in the County Borough of Derby all in the County of Derby which were not particularly described in the 1st Schedule thereto and were for the better identification thereof only and not by way of limitation delineated on plans annexed to abstracting presents and thereon coloured or edged with purple TOGETHER by way of enlargement of the express and implied grant thereby made with a right to the use for all proper usual and accustomed purposes and as then used and enjoyed of all occupation or other private roads passages or ways in connection with the hereditaments thereby conveyed any part thereof in over or upon any adjoining adjacent or neighbouring properties forming part of the bulk of the Chaddesden Estate agreed to be sold to the said S. A. Wallis as aforesaid but subject to and reserved unto the said S. A. Wallis his heirs grantees and assigns or other owner or owners for the time being of the said adjoining adjacent or neighbouring properties the like right to use for all proper usual and accustomed purposes as then used and enjoyed all occupational or other roads passages or ways then used and enjoyed by such adjoining adjacent or neighbouring properties through or upon the hereditaments thereby conveyed.

TO HOLD all the hereditaments and premises thereby assured UNTO and

TO THE USE OF the Purchasers in fee simple Subject to the existing leases or tenancies thereof And Subject also to the rights which the Derwent Valley Water Board had under an Indenture dated the 7th June 1911 made between Ada Evans Charles Hugh Babin Elliott and Matthew Attwood of the 1st part the said Constance Harriett Wilmot of the

NOTE: The originals of Nos. 1, 2 and 3 were produced and inspected at Long Eaton as before. They do not relate to any of the property the subject of this Abstract.

J.H.P

part the said A. E. M. Mundy and H. W. Mitchell of the 3rd part and The Derwent Valley Water Board of the 4th part and subject also to the rights which the Lessees and persons claiming under them had under a Lease^{2.} dated the 13th May 1892 made between the said Sir Henry Wilmot of the one part and Samuel Richardson Cox and William Henry Sankey of the other part and a Memorandum^{3.} of Agreement dated the 29th May 1900 made between the same parties so far as the same respectively were still subsisting and capable of taking effect and affected the hereditaments thereby conveyed and Subject also to the respective rights of way which other persons might have over the roads and paths but discharged from all limitations powers and provisions of the Settlement created by the said Will and from all estates interests and charges subsisting or to arise thereunder.

AGREEMENT AND DECLARATION that any passages ways drains and water courses then used and enjoyed by or in connection with the hereditaments thereby conveyed and any adjoining properties forming part of the Chaddesden Estate should be deemed to be party passages ways drains and water courses and be thenceforth used maintained and repaired accordingly.

ACKNOWLEDGMENT by the Trustees as well on their own respective behalf as on behalf of the said Sir A. R. Wilmot of the right of the Purchasers to production and delivery of copies of the thereinbefore recited Indenture of the 20th November 1917.

ACKNOWLEDGMENT by the said S. A. Wallis of the right of the Purchasers to production and delivery of copies of the said agreement of the 16th May 1917 and undertaking for safe custody thereof.

THE SCHEDULE above referred to

(inter alia)

The same as the Schedule to the Agreement of 16th May 1916,

DULY EXECUTED by the Trustees and S. A. Wallis and attested.

31st Dec
st Dec., 1919.

Stamp £32.
BY INDENTURE of this date made between the said HARRY SMITH and ALFRED BEDNELL of the one part and the said WILLIAM ALFRED WALLIS of the other part.

L.V.D. P.D.

AFTER RECITING last abstracted Indenture

AND RECITING agreement for sale by said H. Smith and A. Bednell of their share and interest in the premises to the said W. A. Wallis for £3,197 10s. 0d.

Original produced and
minuted at offices of
Messrs. Hacker & Allen
on the 11th August,
1919.

J. H. POWELL,
A.S.M.

IT WAS WITNESSED that in pursuance &c. and in consideration of £3,197 10s. 0d. then paid by the said W. A. Wallis to the said H. Smith and A. Bednell (the receipt acknowledged) the said H. Smith and A. Bednell as Beneficial Owners did and each of them as Beneficial Owner and by the direction of the other of them did thereby convey and release unto the said W. A. Wallis

ALL their share estate and interest of and in

ALL THAT capital messuage or mansion house with the buildings grounds park and lands known as Chaddesden Hall site in the Parish of Chaddesden in the County of Derby containing an area of 74A. 2R. 11P. or thereabouts and more particularly described in the Schedule thereto and delineated on the plan drawn thereon being coloured or edged with pink.

TOGETHER with the benefit of and subject to the rights of way user and enjoyment provisions and declarations mentioned or contained in the said Indenture

of the 8th August 1918 so far as the same related to the hereditaments thereby conveyed.

TO HOLD the same Unto and

TO THE USE of the said W. A. Wallis in fee simple to the intent that the said W. A. Wallis might thenceforth stand seised of the entirety of the said lands and hereditaments freed from any estate or right of the said H. Smith and A. Bednell therein.

ACKNOWLEDGMENT by the said H. Smith A. Bednell and W. A. Wallis of the right of the said W. A. Wallis to the production and delivery of copies of the said Indenture of the 8th August 1918 and undertaking for safe custody thereof.

THE SCHEDULE above referred to.

Numbers	Description	Quantities		
		A.	R.	P.
Pt. 293	Chaddesden Hall and Grounds.	3	1	32
Pt. 294	Grounds			1
296	Plantation and Grounds	3	2	29
297	Do. do.	3	1	33
301	Park	25	0	20
301A	"	8	1	22
304	"	26	1	29
304A	"	2	1	9
302	Water		1	10
303	"	1	1	26
Total Area		74	2	11

DULY EXECUTED by the said H. Smith and A. Bednell and atteste

21st August, 1922.

Stamp £140.

I.V.D.

Examined at same time as last Deed.

J.H.P.

BY INDENTURE of this date made between the said WILLIAM ALFRED WALLIS (thereinafter called "the Vendor of the one part and GEORGE WILLIAM JESSOP of Hill Crest Ellsworth in the County of Cambridge Gentlema (thereinafter called "the Purchaser") of the other part.

AFTER RECITING seisin and agreement for sale for £14,000.

IT WAS WITNESSED that in pursuance &c. and in consideration of £14,000 on &c. paid by the Purchaser to t Vendor (the receipt acknowledged) the Vendor as Beneficial Owner thereby conveyed unto the Purchaser and his heirs

ALL THAT capital messuage or mansion house with the buildings group park and lands comprised in and conveyed by last abstracted Indentu and by similar description and referring to the plan on last abstracted Indentu

TO HOLD the same Unto and

TO THE USE of the Purchaser in fee simple

THE SCHEDULE above referred to.

Numbers Descriptions and Quantities as contained in Schedule to last abstracted Indenture.

DULY EXECUTED by the said W. A. Wallis and attest

23rd August, 1922.

Stamp £6 5s. od.

Examined at same time as last Deed.

J.H.P.

BY INDENTURE of this date made between the said GEORGE WILLIAM JESSOP (thereinafter referred to as "Mortgagor") of the one part and THE LEEK UNITED AND MIDLANDS BUILDING SOCIETY established at l in the County of Stafford and duly incorporated on the 6th February 1884 pursuant to the Building Societies Act 1 (thereinafter referred to as "the Society") of the other part.

AFTER RECITING seisin of Mortgagor

AND RECITING that the Mortgagor was the owner of 500 Shares (Class B) in the Society and by

rules thereof was entitled to an advance of £5,000 in respect of the said shares on his executing mortgage thereafter contained

IT WAS WITNESSED that in consideration of £5,000 paid to the Mortgagor by and out of the funds of the Society (the receipt acknowledged) the Mortgagor as Mortgagor and Beneficial Owner thereby conveyed unto the Society

THE hereditaments and premises comprised and described in the Schedule thereto with the rights and easements and appurtenances

TO HOLD the same Unto and

TO THE USE of the Society in fee simple subject to the proviso for redemption thereafter contained PROVISIO that on payment by Mortgagor to the Society of all principal money and interest and the subscription fines and other moneys payable to the Society and on observing and performing all the Rules of the Society the Society would endorse a Receipt on abstracting presents and thereupon abstracting presents should be vacated.

COVENANT to make the several payments and to observe the Society's Rules and also to keep the premises in substantial and complete repair and condition.

USUAL Clauses contained in Building Societies Mortgages.

THE SCHEDULE thereinbefore referred to.

ALL THAT Capital Messuage or Mansion House with the buildings grounds park and lands comprised in and conveyed by hereinbefore abstracted Indenture of 31st December 1919 and by similar description and referring to the Plan of such Indenture.

DULY EXECUTED by the said G. W. Jessop and attornies

20th Sept., 1926.

Stamp £200.

Original examined at my office 27/9/26.

J.H.P.

CONVEYANCE made between the said GEORGE WILLIAM JESSOP (thereinafter called "the Vendor") of the part and SIR CHARLES MARKHAM of Longford Hall in the County of Derby Baronet (thereinafter called "the Purchaser") of the other part.

RECITING seisin of the Vendor

AND RECITING the lastly abstracted Indenture

AND RECITING that by virtue of the Law of Property Act 1925 the said hereditaments vested on January 1926 in the Mortgagees for a term of 3000 years from such date (in lieu of their fee simple estate) subject to a provision for cesser corresponding to the right of redemption which then was subsisting with respect to the fee simple and the legal estate in fee simple thereupon vested in the Vendor subject to the said term.

AND RECITING that the sum of £4,425 10s. then remained owing to the Mortgagees in respect of the principal interest and other moneys secured by the Mortgage.

AND RECITING that the Vendor had agreed to sell the fee simple of the said hereditaments to the Purchaser subject to the Mortgage but free from all other incumbrances for the sum of £15,574 10s.

IT WAS WITNESSED:—

1. In consideration of £15,574 10s. paid to the Vendor by the Purchaser (the receipt &c.) the Vendor as Beneficial Owner thereby conveyed unto the Purchaser

ALL THAT capital messuage or mansion house with the buildings grounds park and lands known as Chaddesden Hall site in the Parish of Chadfield in the County of Derby containing an area of 74A. 2R. 11P. or thereabouts

Plan is the same as that on the Indenture of 31st December 1919.

and more particularly described in the Schedule thereto and delineated on the Plan drawn thereon being thereon coloured or edged with pink TOGETHER with the benefit of and subject to the rights of way user and enjoyment provisions and declarations mentioned or contained in the hereinbefore abstracted Conveyance of 8th August 1918 so far as the same related to the hereditaments thereby conveyed.

TO HOLD the same unto the Purchaser in fee simple subject to the Mortgage and the said term then subsisting thereunder and the principal sum and other moneys thereby secured and all interest and other moneys thenceforth to become payable in respect thereof.

2. COVENANT by the Purchaser with the Vendor that the Purchaser or his assigns would pay all principal moneys and interest and other moneys secured by and thenceforth to become due under the Mortgage and would observe perform and keep all the covenants contained in the Mortgage and would at all times keep indemnified the Vendor his estate and effects from all actions costs claims and demands on account thereof.

THE SCHEDULE REFERRED TO.

Being the same as that to the Conveyance of 31st December 1919.

EXECUTED by both parties and attested.

28th Sept., 1926.

Original produced and examined at Leek 28th September, 1926.

J. H. POWELL.

STATUTORY RECEIPT (endorsed on Mortgage of 23rd August 1922) Whereby the LEEK UNITED & MIDLANDS BUILDING SOCIETY acknowledged to have received all moneys intended to be secured by the within written Deed the payment having been made by SIR CHARLES MARKHAM of Longford Hall near Derby Baronet.

SEALED with the Common Seal of the said Society by Order of the Board of Directors in the presence of the Secretary and Solicitor of the Society.

28th Sept., 1926.

Stamp £12 10s. 0d.

Original examined at my office 28th September, 1926.

J.H.P.

MORTGAGE made between the said SIR CHARLES MARKHAM (hereinafter called "the Mortgagor" which expression should where the context so admitted include the person or persons deriving title under him) of the one part and THE WAKEFIELD and WEST RIDING PERMANENT BUILDING SOCIETY incorporated under the Building Societies Act 1874 hereinafter called "the Society" which expression should where the context so admitted include its successors or assigns) of the other part.

RECITING seisin of the Mortgagor

AND RECITING agreement for loan

IT WAS WITNESSED that in consideration of £10,000 then paid by the Society to the Mortgagor (the receipt &c.) the Mortgagor covenanted for payment of principal and interest.

IT WAS ALSO WITNESSED that for the considerations aforesaid the Mortgagor as Beneficial Owner thereby demised unto the Society

THE hereditaments comprised in the last abstracted Deed and by the same description

The remaining pages are missing.
The Chaddesden Historical Group would be pleased to hear from anyone who has a copy of this same document and would be willing to lend it to us so that we may scan the remaining pages.



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