



The History of Ewyas Lacy: Michaelchurch Estate

Document Record

Held at: Private Collection

Reference: LD_rs_0007

Source: Original documents

Title: Digital Images Collection: Photographs of a Legal Charge on the Michaelchurch Estate and the manors of Ewyas Lacy and Craswall

Place name: Michaelchurch Escley, St Margarets, Craswall

Date: 1948

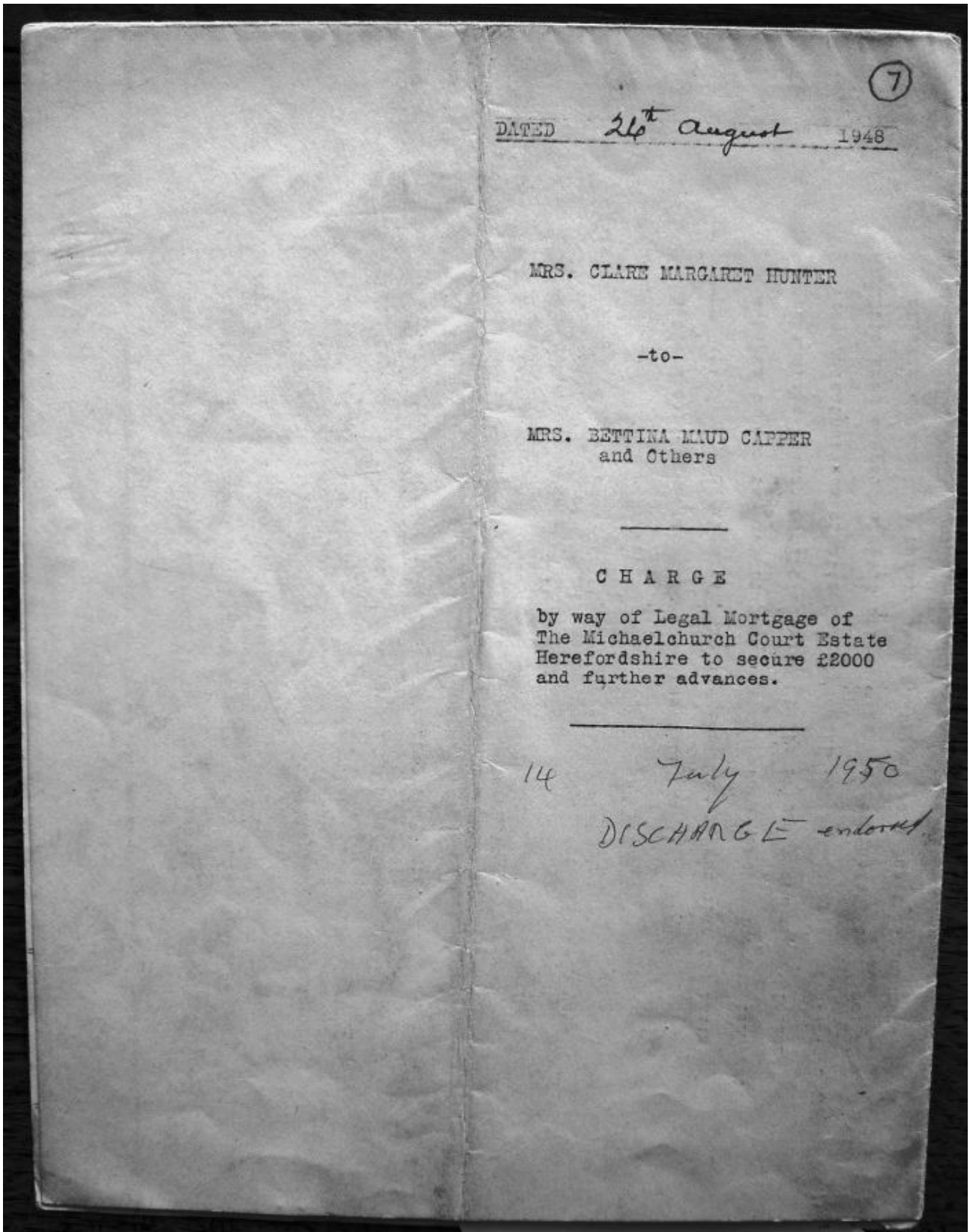
Description:

Photographs of a Charge by way of legal Mortgage dated 26th August 1948 on the Michaelchurch Estate and the manors of Ewyas Lacy and Craswall between Clare Margaret Hunter and Bettina Maud Capper and others. The details of the property mortgaged are specified by reference to a conveyance of 27th June 1944 [reference rs_mic_0606]. A memorandum dated 14th July 1950 recording discharge of the mortgage is attached.

Digital Images Collection: Photographs of a Legal Charge on the Michaelchurch Estate and the manors of Ewyas Lacy and Craswall


The History of Ewyas Lacy: Michaelchurch Estate

Document Record



The History of Ewyas Lacy: Michaelchurch Estate

Document Record



THIS LEGAL CHARGE made the *Twenty fifth* day of *August* Nineteen hundred and forty eight BETWEEN CLARE MARGARET HUNTER the wife of Michael John Hunter late a Captain in His Majesty's Army of The Court Michaelchurch Escley in the County of Hereford and Gissing Hall near Diss in the County of Norfolk (hereinafter called "the Mortgagor" which expression where the context admits includes the persons deriving title under her) of the one part and BETTINA MAUD CAPPER of The Cottage Michaelchurch Escley aforesaid Widow and WILLIAM GEORGE BARRENGER and NOEL EDGAR BARRACLOUGH both of 9 Orme Court Bayswater in the County of London Solicitors (hereinafter called "the Mortgagees" which expression where the context admits includes the survivors and survivor of them and the persons deriving title under them her or him) of the other part.

WHEREAS the Mortgagees have agreed with the Mortgagor to lend to her the sum of Two thousand Pounds and propose to lend her further sums (not exceeding with the said sum of Two thousand Pounds the principal sum of Five thousand Pounds) out of moneys belonging to them upon a joint account upon having the repayment thereof with interest thereon at the rate hereinafter mentioned secured in manner hereinafter appearing.

NOW THIS DEED made in pursuance of the said agreement and in consideration of the sum of Two thousand Pounds now paid to the Mortgagor by the Mortgagees out of money belonging to them on a joint account (the receipt whereof the Mortgagor hereby acknowledges) and of such further advances (not exceeding in all the further total sum of Three thousand Pounds) as may be made to the Mortgagor by the Mortgagees

WITNESSETH as follows:-

1. THE MORTGAGOR hereby covenants with the Mortgagees in manner following:-

(1) To pay to the Mortgagees on the Twenty fifth day of December next the sum of Two thousand Pounds with interest thereon in the meantime at the rate of Four Pounds per centum per annum and also on such Twenty fourth day of June or Twenty fifth day of December as shall happen next after the same respectively shall be advanced to pay to the Mortgagees every other sum which may be advanced by them to the Mortgagor with interest thereon in the meantime at the rate aforesaid from the time of the same being advanced And if and so long as any principal money remains owing on the security hereof to pay to the Mortgagees interest thereon at the rate aforesaid by equal half-yearly payments on the Twenty-fourth day of June and the Twenty fifth day of December in every year.



The History of Ewyas Lacy: Michaelchurch Estate

Document Record

The History of Ewyas Lacy: Michaelchurch Estate

Document Record

I the undersigned CLARE MARGARET HUNTER hereby acknowledge that I have this day received from BETTINA MAUD CAPPER WILLIAM GEORGE BARRENGER and NOEL EDGAR BARRACLOUGH the sum of Two thousand one hundred and twenty five pounds (£2,125) by way of further advance to me by them on the security of the annexed Deed of Legal Charge dated twenty sixth August One thousand nine hundred and forty eight of the Michaelchurch Court Estate and made between myself of the one part and themselves of the other part.

DATED this $11\frac{1}{4}$ day of November 1948

Clare Margaret Hunter


The History of Ewyas Lacy: Michaelchurch Estate

Document Record

(2) So long as any money remains owing on the security hereof to repair and to keep in good repair to the satisfaction of the Mortgagees all houses and buildings now standing or hereafter to be erected on the property hereby charged and to insure and keep insured all such buildings against loss or damage by fire to the full value thereof with some Insurance office or insurers to be approved by the Mortgagees and in the joint names of the Mortgagor and the Mortgagees and duly and punctually to pay all premiums necessary for the maintenance of such insurance and to produce to the Mortgagees the policies of such insurance and the receipt for every such premium at any time on demand PROVIDED that for the purposes of this Charge Sub-sections (3) and (4) of Section 108 of the Law of Property Act 1925 shall apply to any independent insurance of the property hereby charged or any part thereof which may from time to time be effected by the Mortgagor in like manner as if the Mortgagor was liable hereunder for the maintenance thereof and the Mortgagor shall hold any policy money received in respect of any such insurance in trust for the Mortgagees subject to any right of redemption subsisting hereunder

(3) That the statutory power of insurance shall be exercisable by the Mortgagees in case of a breach of any of the provisions of the covenant last aforesaid.

(4) That the foregoing covenant and the statutory provisions as to insurance shall also extend and apply to such insurances against other risks (capable of being covered thereunder) as the Mortgagees shall from time to time in writing require to be covered.

(5) That the Mortgagor shall not without the consent in writing of the Mortgagees exercise any of the statutory powers of leasing agreeing to lease or accepting surrenders but it shall not be necessary to express such consent in any lease agreement or surrender.

(6) That during the continuance of this security no person shall be registered under the Land Registration Acts 1925 and 1936 as proprietor of the property hereby charged or any part thereof without the consent of the Mortgagees and such consent may be given on the terms that a charge be registered for giving effect to this security.

2.(1) THE Mortgagor as Beneficial Owner hereby charges by way of legal mortgage:

ALL the property described in the Schedule hereto (of which premises the Mortgagor is now seized in fee simple in possession free from

The History of Ewyas Lacy: Michaelchurch Estate

Document Record

incumbrances) With the payment to the Mortgagees of the principal money interest and other money which the Mortgagor may under the foregoing covenants or by law be liable to pay to the Mortgagees

(2) For the purposes of this Charge (but without prejudice to any equitable right) the legal right of redemption ceases on the said Twenty fifth day of December next and in favour of a purchaser the statutory power of sale is exercisable from and after that date.

I N WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE

PARTICULARS of The Michaelchurch Court Estate in the County of Hereford

ALL the Manors of Ewyas Lacy and Crasswall and the Advowson of St. Margaret's and Michaelchurch Escley AND ALL and singular the lands messuages tenements hereditaments and premises forming the greater portion of the Michaelchurch Court Estate situate in the parishes of Michaelchurch Escley St. Margaret's and Crasswall in the County of Hereford particulars whereof are specified in the First Schedule to a deed of Conveyance dated the twenty seventh day of June One thousand nine hundred and forty four made between the said Bettina Maud Capper of the one part and the Mortgagor of the other part AND ALL OTHER (if any) lands messuages tenements rents rentcharges advowsons hereditaments and premises which now by any means form part of the said Michaelchurch Court Estate as the same was owned by and vested in Richard Randolph William Rawson Trafford (the late Son of the said Bettina Maud Capper) at the time of his death on the Eighteenth day of January One thousand nine hundred and forty three but other than and except the lands hereditaments and premises also forming part of the same Estate particulars whereof are specified in the Second Schedule to the said deed of Conveyance and which last mentioned excepted lands hereditaments and premises it was expressly intended and thereby declared should be excluded from the grant and conveyance made by that deed.

SIGNED SEALED and DELIVERED by the
above-named Clare Margaret Hunter

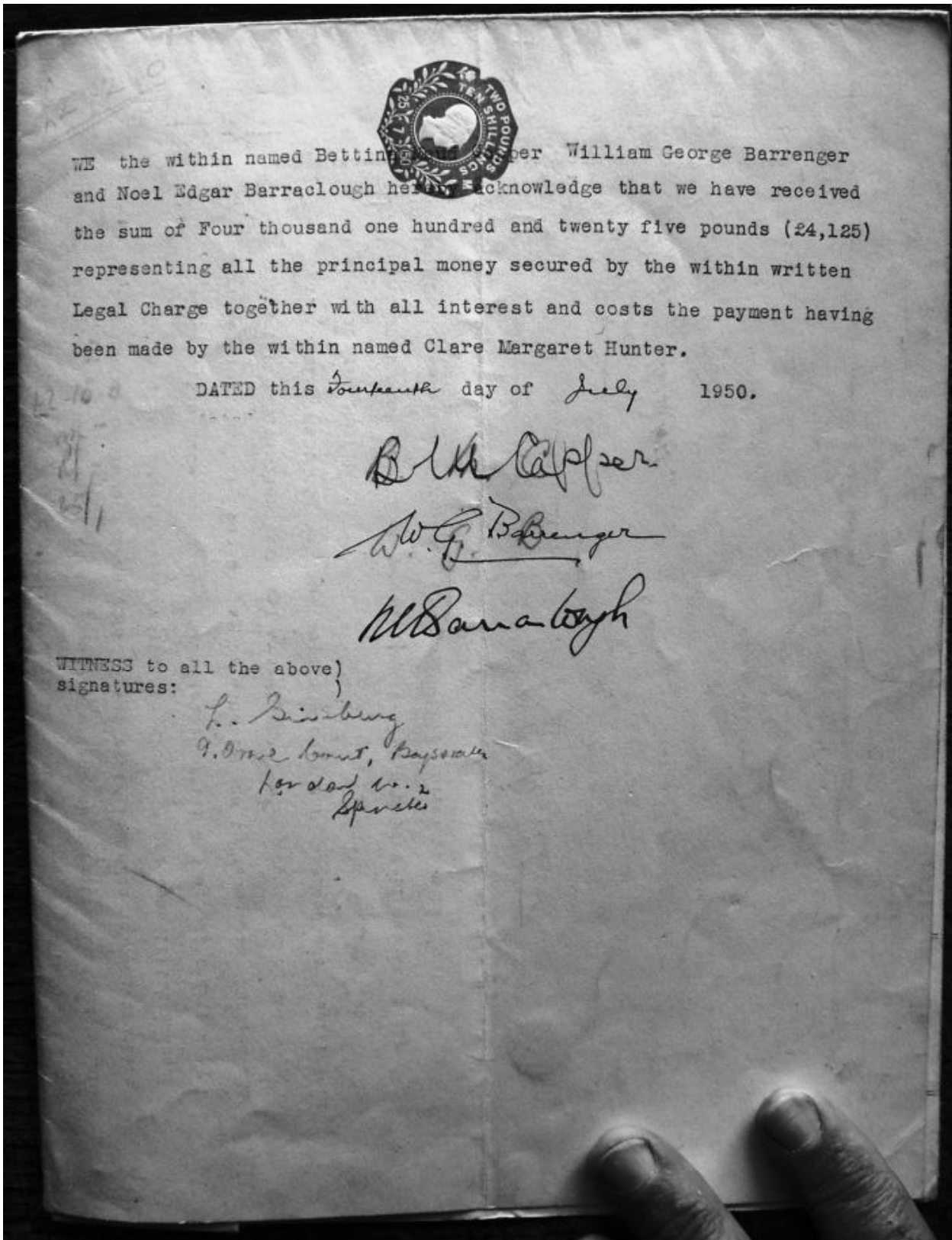
in the presence of:

name *Clifford D. D. Capper*
address *10 Leppin Hall, D.H.*
description *Leppin (R.L.S.)*

Clare Margaret Hunter

The History of Ewyas Lacy: Michaelchurch Estate

Document Record





The History of Ewyas Lacy: Michaelchurch Estate

Document Record

Observations:

None