



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 Mortgage Charge on Firs cottage in the Michaelchurch Court Estate

Place name: Michaelchurch Escley

Date: 1964

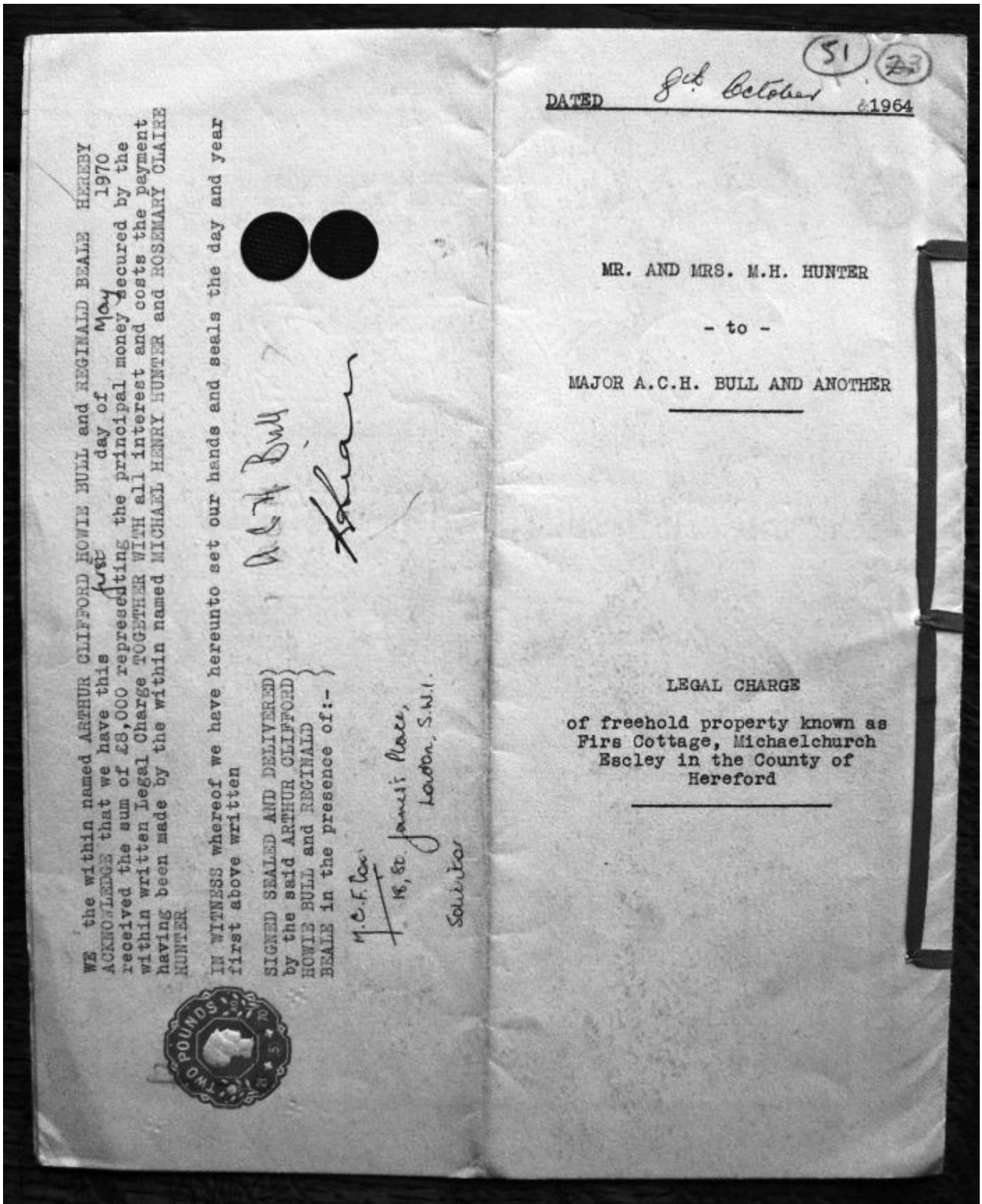
Description:

Photographs of a Mortgage by way of Legal Charge dated 8th October 1964 on freehold property known as Firs cottage and land [part of the Michaelchurch Court Estate]; between Mr and Mrs MH Hunter, Major ACH Bull and another.. A memorandum annotation shows the mortgage was discharged on 1st May 1970.

Digital Images Collection: Photographs of Mortgage Charge on Firs cottage in the Michaelchurch Court Estate

The History of Ewyas Lacy: Michaelchurch Estate

Document Record



WE the within named ARTHUR CLIFFORD HOWIE BULL and REGINALD BEALE HEREBY ACKNOWLEDGE that we have this ^{first} day of ^{May} 1970 received the sum of £8,000 representing the principal money secured by the within written Legal Charge TOGETHER WITH all interest and costs the payment having been made by the within named MICHAEL HENRY HUNTER and ROSEMARY CLAIRE HUNTER.

IN WITNESS whereof we have hereunto set our hands and seals the day and year first above written

SIGNED SEALED AND DELIVERED
 by the said ARTHUR CLIFFORD
 HOWIE BULL and REGINALD
 BEALE in the presence of:-

M.C.F. Cox
 18, St. James's Place,
 London, S.W.1.

Solicitor

DATED 5th October 1964

MR. AND MRS. M.H. HUNTER

- to -

MAJOR A.C.H. BULL AND ANOTHER

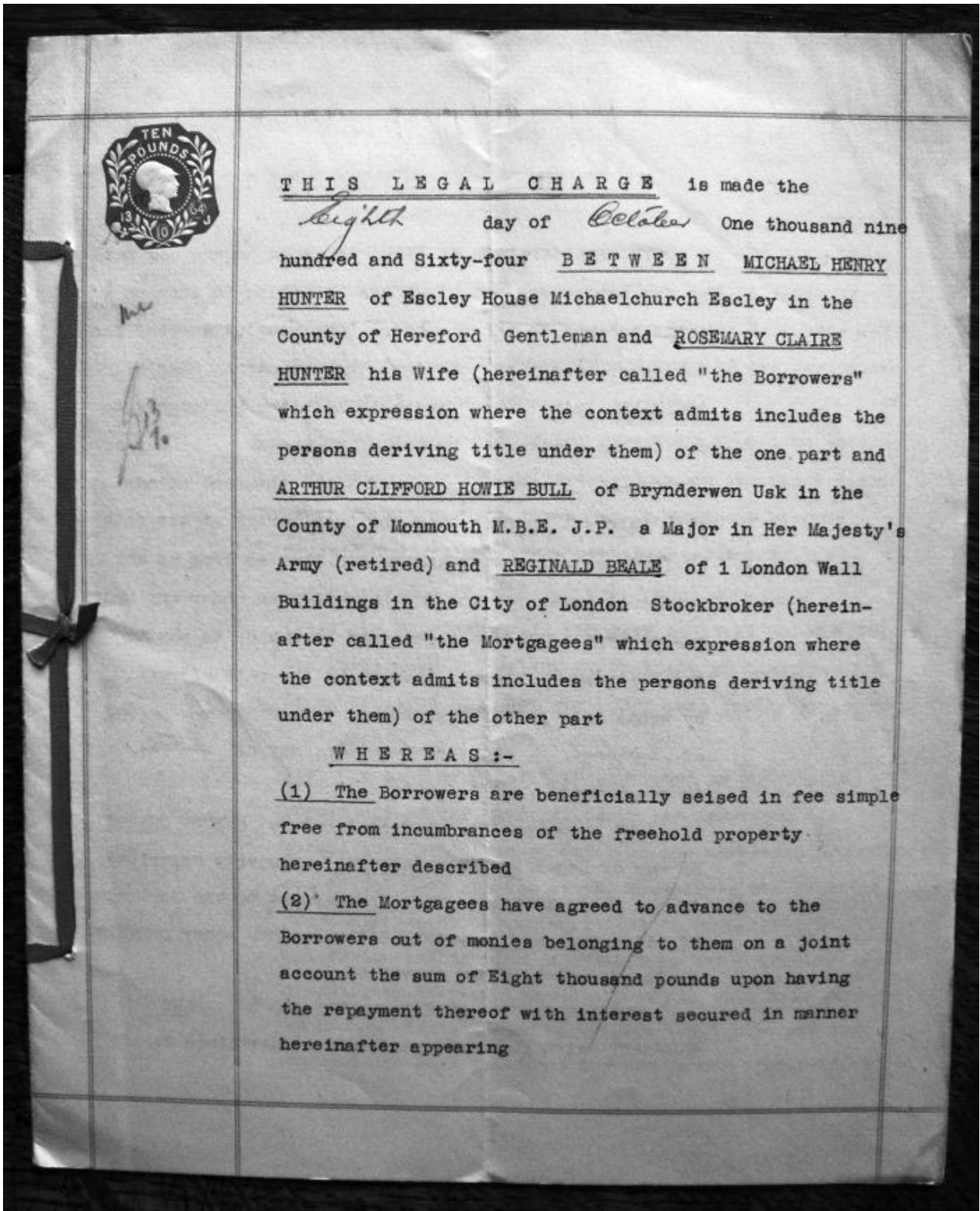
LEGAL CHARGE

of freehold property known as
 Firs Cottage, Michaelchurch
 Escley in the County of
 Hereford



The History of Ewyas Lacy: Michaelchurch Estate

Document Record



TEN POUNDS

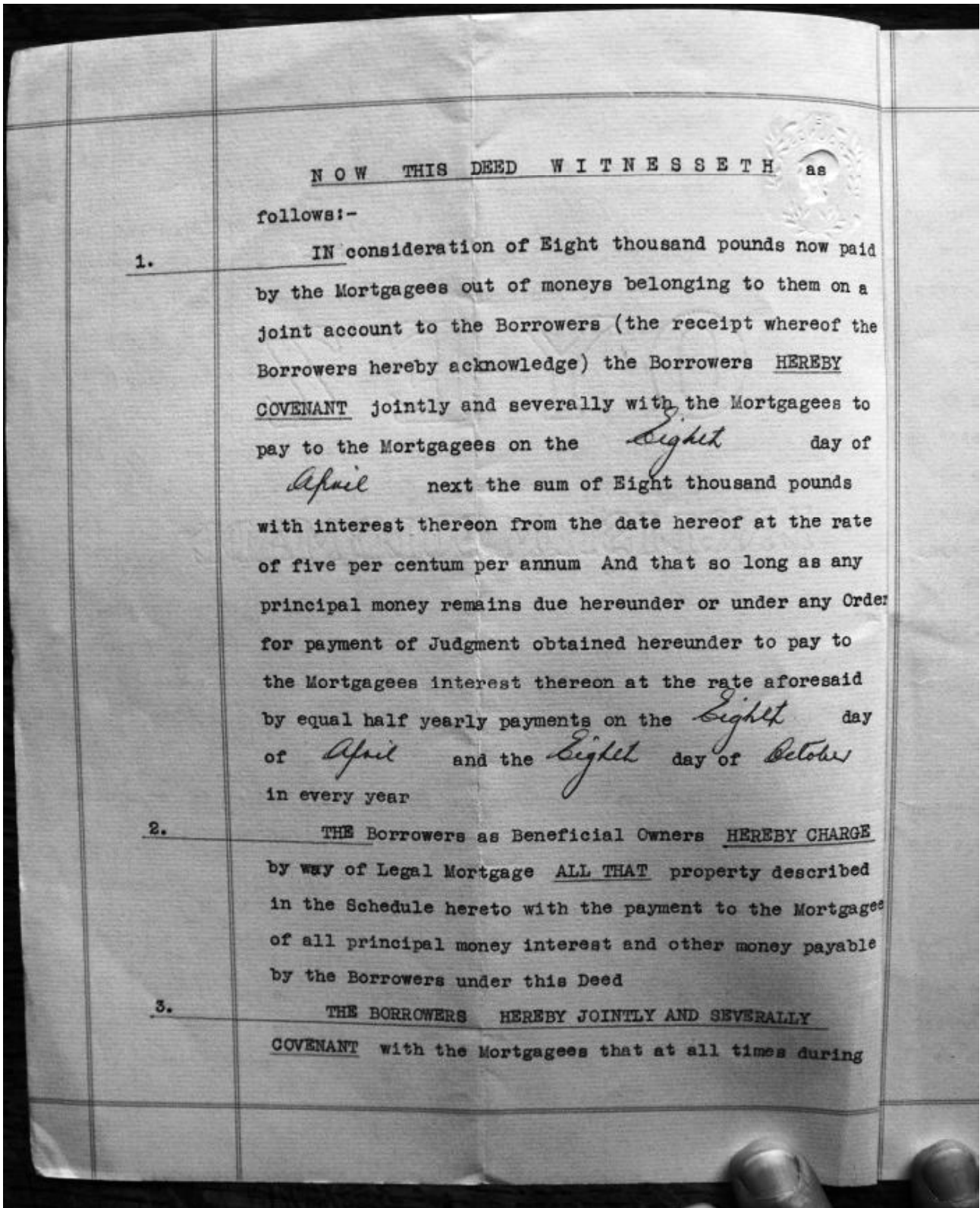
THIS LEGAL CHARGE is made the
Eight day of *October* One thousand nine
hundred and Sixty-four BETWEEN MICHAEL HENRY
HUNTER of Escley House Michaelchurch Escley in the
County of Hereford Gentleman and ROSEMARY CLAIRE
HUNTER his Wife (hereinafter called "the Borrowers"
which expression where the context admits includes the
persons deriving title under them) of the one part and
ARTHUR CLIFFORD HOWIE BULL of Brynderwen Usk in the
County of Monmouth M.B.E. J.P. a Major in Her Majesty's
Army (retired) and REGINALD BEALE of 1 London Wall
Buildings in the City of London Stockbroker (herein-
after called "the Mortgagees" which expression where
the context admits includes the persons deriving title
under them) of the other part

WHEREAS:-

- (1) The Borrowers are beneficially seised in fee simple free from incumbrances of the freehold property hereinafter described
- (2) The Mortgagees have agreed to advance to the Borrowers out of monies belonging to them on a joint account the sum of Eight thousand pounds upon having the repayment thereof with interest secured in manner hereinafter appearing

The History of Ewyas Lacy: Michaelchurch Estate

Document Record



The History of Ewyas Lacy: Michaelchurch Estate

Document Record

the continuance of this security

(i) The Borrowers will repair and keep in good repair all buildings on the mortgaged property and will insure and keep insured all such buildings against loss or damage by fire in the joint names of the Borrowers and the Mortgagees with Insurers approved by the Mortgagees in the full value thereof

(ii) The Borrowers will pay every sum from time to time payable for keeping on foot every such insurance within seven days after the first day on which it becomes payable and will whenever required deliver to the Mortgagees the receipt for every such sum

(iii) The Borrowers will whenever required produce to the Mortgagees the Policy or Policies of Insurance and if so required will deliver every such Policy to the Mortgagees

(iv) In case of default in repairing or keeping in repair any of the said buildings the Borrowers will permit the Mortgagees to enter on the mortgaged property and effect such repairs as the Mortgagees may consider necessary/^{without} thereby becoming liable as Mortgagees in possession and in case of default by the Borrowers in insuring or keeping insured any of the said buildings in manner aforesaid the Mortgagees may insure and keep insured the said buildings for the amount aforesaid and

The History of Ewyas Lacy: Michaelchurch Estate

Document Record

the Borrowers will repay to the Mortgagees every sum expended by the Mortgagees on such repairs or insurance with interest thereon at the rate aforesaid from the time when each sum is paid by the Mortgagees and every sum so expended by the Mortgagees and the interest thereon shall be a charge on the mortgaged property

4. THE Mortgagees may require money received on an insurance of the mortgaged property whether effected by the Borrowers or by the Mortgagees and whether or not it is one for the maintenance of which the Borrowers are liable under this Deed to be applied in or towards making good the loss or damage in respect of which the money is received or in or towards the discharge of the mortgage money And the Borrowers shall hold any money received on any such insurance In Trust for the Mortgagees

5. THE foregoing covenants as to insurance shall so long as the same are duly performed be in satisfaction of the statutory right of the Mortgagees to effect and keep on foot fire insurances

6. DURING the continuance of this security the Borrowers shall not without the consent in writing of the Mortgagees grant or agree to grant any lease or tenancy of the mortgaged premises or any part thereof or agree to accept a surrender of any such lease or

The History of Ewyas Lacy: Michaelchurch Estate

Document Record

tenancy thereof

7. THE Borrowers HEREBY COVENANT with the Mortgagees that during the continuance of this security no person shall without the consent in writing of the Mortgagees be registered as Proprietor under the Land Registration Act 1925 of the mortgaged property or any part thereof

8. SECTION 93 of the Law of Property Act 1925 (restricting the right of consolidation) shall not apply to this security

9. THE Borrowers hereby attorn tenant to the Mortgagees of the mortgaged property at the yearly rent of One shilling if demanded

IN WITNESS whereof the Borrowers have hereunto set their hands and seals the day and year first above written

THE SCHEDULE above referred to

<u>Parish</u>	<u>Ordinance No.</u>	<u>Description</u>	<u>Acreage</u>
Michaelchurch Eskley	886	Arable	5.316
Ditto	887	Firs Cottage	.519
Ditto	888	Pasture and Orchard	1.151
Ditto	893	Pasture	8.624
Ditto	928	Pasture	4.404
Ditto	930	Plantation	<u>3.945</u>
			<u>23.959</u>

The History of Ewyas Lacy: Michaelchurch Estate

Document Record

SIGNED SEALED AND DELIVERED }
by the said MICHAEL HENRY }
HUNTER in the presence of:- }

M. Hunter

E.V. Davies.

*Michaelchurch Ct.
Eskay. Hops.*

Former.

SIGNED SEALED AND DELIVERED }
by the said ROSEMARY CLAIRE }
HUNTER in the presence of:- }

Rosemary Hunter

P. Littlefield

BARCLAYS BANK LIMITED
23479 (4) HEREFORD (4) 23479
51, BROAD STREET, HEREFORD.

Bank Official



The History of Ewyas Lacy: Michaelchurch Estate

Document Record

Observations:

None