

## Deeds of 2 East Street and Nonsuch House, Black Buoy Hill, Wivenhoe

Mr J. G. Chamberlain and his Mortgagees to Mrs Mary F. Brown. Conveyance of a warehouse and land at Wivenhoe Essex

Dated 14<sup>th</sup> January 1890

(Pope Marshall & [ Potter?], Colchester)

### **This Indenture made the fourteenth day of January one thousand eight hundred and ninety**

Between John Green Chamberlain late of Wivenhoe in the county of Essex but now of Colchester in the same County Gentleman (hereinafter called the Vendor) of the first part, James Thomas Craster formerly of Chateau de la Touche but now Les Buttes Dinan Cotes du Nord in the Republic of France a Lieutenant Colonel in Her Majesty's Army (hereinafter called the first Mortgagee) of the second part, Henry Goody of Colchester aforesaid Gentleman (hereinafter called the second Mortgagee) of the third part and Mary Frances Brown of Wivenhoe aforesaid Widow (hereinafter called the Purchaser) of the fourth part Whereas the Vendor is seised to him and his heirs for an estate in fee simple in possession of amongst other hereditaments the hereditaments hereinafter expressed to be hereby granted subject to the payment of the several principal sums and Interest mentioned in the Indentures and other documents the short particulars whereof are contained in the First and Second parts of the Second Schedule hereto which said principal sums and interest and the hereditaments comprised in such Indentures and other documents are now respectively vested in the First and Second Mortgagees according to their equities in the premises And Whereas the Vendor has agreed with the Purchaser for the sale to her of the said hereditaments in fee simple in possession free from incumbrances for the sum of Sixty one pounds And Whereas the aforesaid principal sums with various arrears of interest are still respectively due and owing to the First and Second Mortgagees And Whereas it has been agreed that the said purchase money of Sixty one pounds shall be paid to the First Mortgagee in part discharge of the principal moneys and interest so due and owing to him as aforesaid and that the First and Second Mortgagees shall join in these present in manner hereinafter appearing Now the Indenture witnesseth that in pursuance of the said agreement and in consideration of the sum of Sixty on pounds to the First Mortgagee at the request of the Vendor paid by the Purchaser ( the receipt whereof the First Mortgagee and the Vendor do hereby respectively acknowledge) The First and Second Mortgagees as Mortgagees by the direction of the Vendor as beneficial owner hereby testified do and each of them doth hereby according to their respective estates and interests in the premises hereby grant and the Vendor as being beneficial owner doth hereby grant and confirm unto the Purchaser and her heirs

The hereditaments described in the First Schedule hereto To hold the said premises unto and in the use of the Purchaser her heirs and assigns discharged from all principal moneys and interest secured by and from all claims under the several Indentures and other documents mentioned in the first and second parts of the Second Schedule hereto And the Vendor doth hereby acknowledge the right of the Purchaser to production of the several Indentures and other documents mentioned in the First and Second parts of the second Schedule hereto and to deliver of copies thereof and hereby undertakes for the safe custody thereof In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

The First Schedule above referred to

All that piece or parcel of Freehold Land situate in Wivenhoe aforesaid used as a garden or Shrubbery with the Warehouses and Buildings standing thereon on the South side of East Street in Wivenhoe aforesaid and opposite to the Messuage and premises formerly occupied by Philip Havens and now by the Purchaser and for many years occupied therewith containing by estimation Two rods and a half abutting towards the South and West upon hereditaments belonging to George Last and having a circular frontage towards East Street aforesaid and Black Boy Hill towards the North and East

The Second Schedule above referred to

First Part

22<sup>nd</sup> May 1875 Indenture of Mortgage made between the Vendor of the one part and the First Mortgagee and John Stuck Barnes (since deceased) of the other part for securing the sum of One thousand four hundred pounds and interest at Five pounds per centum per annum

Second Part

23<sup>rd</sup> Sep 1876 Indenture of Further Charge made between the Vendor of the one part and the First Mortgagee and the said John Stuck Barnes of the other part for securing the sum of Seven hundred pounds and interest at Five pounds per centum per annum

4<sup>th</sup> January 1879 Memorandum of Further Charge under the hand of the Vendor for securing the further sum of Three hundred pounds and interest at Five pounds per centum lent and advanced by the First Mortgagee and the said John Stuck Barnes

9<sup>th</sup> February 1887 Indenture of Transfer of the two last mentioned securities and the principal sums and interest thereby secured made between the First Mortgagee and the said John Stuck Barnes of the first part the Vendor of the second part and the Second Mortgagee of the third part

Signed sealed and delivered by the before mentioned John Green Chamberlain in the presence of G? W. Fincham, Colchester, Agent for the Executors of the late J.S. Barnes, Esq

Signed sealed and delivered by the before named James Thomas Craster in the presence of A.N. Welwin? Late Capt 66<sup>th</sup> Regt, Junior to ?, London

Signed sealed and delivered by the before named Henry Goody in the presence of G? W. Fincham

*Transcribed by Sue Glasspool 01/08/2011*