

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

Mrs Edith M. Brown to the Trustees of the Loyal Egerton-Green Lodge No 7462 I.O.O.M.U. Mortgage of a piece of land situate at Wivenhoe in the County of Essex for securing £50 and interest

Dated 14th September 1914 (Sparling & Son, Colchester)

This Indenture made the fourteenth day of September one thousand nine hundred and fourteen Between Edith Mary Brown the Wife of Ernest Edward Brown of Wivenhoe in the County of Essex Grocer (hereinafter called the Mortgagor) of the one part and Charles Coppin ,gardener, Frederick Payne, dairyman and Herbert Day, labourer all of Wivenhoe aforesaid the present Trustees of the Loyal Egerton-Green Lodge Number 7462 of the Independent Order of Oddfellows East (Manchester Unity) Registered Friendly Society held at the Park Hotel Wivenhoe aforesaid (hereinafter called the Mortgagees) of the other part

Witnesseth that in consideration of the sum of Fifty pounds to the Mortgagor paid and lent by the Mortgagees out of the funds of the said Lodge on or before the execution of these presents (the receipt whereof the Mortgagor hereby acknowledges) the Mortgagor hereby covenants with the Mortgagees to pay to them on the first day of December next the sum of Fifty pounds together with interest for the same at the rate of Four pounds ten shillings per centum per annum computed from the date of these presents And also so long after that date as any principal money remains due under the security of these presents to pay interest thereon at the same rate by equal half yearly payments on the first day of June and first day of December in every year

And this Indenture also witnesseth that for the consideration aforesaid the Mortgagor as beneficial owner hereby conveys unto the Mortgagees

All that piece or parcel of freehold land situate in Wivenhoe aforesaid formerly 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 a messuage and premises formerly occupied by Philip Havens afterwards by Mary Francis Brown and now or lately in the occupation of the said Ernest Edward Brown and for many years occupied therewith containing by estimation two rods and a half abutting towards the South and West upon hereditaments now or formerly belonging to George Last and having a circular frontage towards East Street aforesaid and Black Boy

Hill towards the North and East as the same piece of land was conveyed to the Mortgagor by and Indenture dated the fourth day of June one thousand nine hundred and three and made between the said Ernest Edward Brown of the one part and The Mortgagor of the other part

To hold the same unto and to the use of the Mortgagees in fee simple Subject to the proviso following that is to say Provided always that if the said principal sum of Fifty pounds with interest thereon as aforesaid shall be paid on the first day of December next according to the foregoing covenant in that behalf then and in such case the Mortgagees will at the request and cost of the Mortgagor her heirs or assigns endorse upon these presents a receipt for all moneys intended to be hereby secured pursuant to the provisions of the Friendly Societies Act 1890 to the intent that these presents may be vacated and hereditaments comprised herein become vested in the person or persons for the time being entitled to the equity of redemption therein

And it is hereby declared that the power of sale conferred upon Mortgagees by the Conveyancing and Law of Property Act 1881 shall become exercisable immediately upon the Mortgagor becoming Bankrupt or instituting any proceedings for a composition or arrangement with her Creditors as well as on the happening of any of the events provided for by Section 20 sub sections 1, 2 and 3 of the said Act

And it is hereby further declared that the expression "the Mortgagees" used in these presents (shall unless such a construction be inconsistent with the context) be construed to include and shall signify the survivors or survivor of them or other the acting Trustee or Trustees for the time being of the said Lodge and their or his assigns and that all powers vested in the Mortgagees by virtue of these presents shall be exercisable by the survivors or survivor of these or other acting Trustees or Trustee for the time being of the said Lodge and their or his assigns

Witness whereof the said parties to these presents set their hands and seals the day and year first before written

Signed sealed and delivered by the before named Edith Mary Brown in the presence of Arthur S.B. Sparling, Sols, Colchester

(Note -There are no signatures for the Lodge)

Transcribed by Sue Glasspool 4th August 2011