

THIS INDENTURE made the Twenty eighth day of March one thousand eight hundred and sixty three BETWEEN John Whitlock of Langtree in the County of Devon Watchmaker of the one part and William Ward of Little Torrington in the said County Yeoman of the other part WHEREAS the said John Whitlock is lawfully possessed of the Cottages Gardens and premises hereinafter particularly described for the unexpired residue of a Term of One thousand nine hundred four score and nine years which commenced on the Twentieth day of March in the Thirty fourth year of the reign of Her late Majesty Queen Elizabeth AND WHEREAS the said William Ward at the request of the said John Whitlock hath agreed to lend him the sum of One hundred pounds on having the repayment thereof with interest secured in the manner hereinafter mentioned NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One hundred pounds sterling to the said John Whitlock now paid by the said William Ward the receipt whereof the said John Whitlock doth hereby acknowledge He the said John Whitlock DOTH by these presents grant and assign unto the said William Ward his executors administrators and assigns ALL those two Cottages or Dwelling Houses and Gardens situate lying and being in the parish of Langtree aforesaid containing Seventeen perches of land or thereabouts bounded on the South by the property of John Vanstone on the North by the road leading from Great Torrington to Holsworthy on the East by the property of William Blight and on the West by property of William Thorne and now in the occupation of the said John Whitlock and Catherine Furseman Together with all houses outhouses buildings courtlages gardens ways waters watercourses hedges fences liberties easements rights privileges and appurtenances whatsoever to the said Cottages Gardens and Premises belonging or appertaining And the reversion and reversions remainder and remainders rents issues and profits thereof And all the estate right title interest claim and demand was whatsoever of him the said John Whitlock of in or to the said premises or any part thereof TO HAVE AND TO HOLD the said Cottages or Dwellinghouses Gardens and all other the premises hereby assigned with the appurtenances unto the said William Ward his executors administrators and assigns henceforth during all the residue now unexpired of the said Term of One thousand nine hundred four score and nine years therein Subject nevertheless to the proviso for redemption hereinafter contained (that is to say) PROVIDED ALWAYS that if the said John Whitlock his executors administrators or assigns shall pay or cause to be paid unto the said William Ward his executors administrators or assigns the sum of One hundred pounds sterling with interest for the same after the rate of Five pounds per centum per annum on the Twenty eighth day of September next without any deduction thereout Then these presents shall be void to all intents and purposes whatsoever AND it is hereby declared and agreed by and between the said parties hereto that if default shall be made in payment of the said principal money and interest as aforesaid it shall be lawful for the said William Ward his executors administrators and assigns on giving Six calendar months notice in writing to the said John Whitlock his executors administrators or assigns or leaving the same at his or their last or usual place of abode absolutely to sell to sell the said premises hereby assigned or any part thereof by public auction or private contract in one or more lot or lots and at one time or at several times and that without or even against the consent of the said John Whitlock his executors administrators or assigns And by and out of the monies to arise by such sale or sales and the rents and profits of the said premises which shall be received by the said William Ward his executors administrators or assigns in the first place to deduct retain and pay all expenses attending such sale or sales and in the execution of the trusts herein contained and in the next place to retain unto himself the said William Ward his executors administrators or assigns the said principal sum of One hundred pounds and all interest which shall be then due for the same or so much thereof as shall be then remaining unpaid And to pay the surplus of such money (if any) and also reassign all such parts of the said premises as shall remain unsold unto the said John Whitlock his executors administrators or assigns or as he or they shall direct AND it is hereby declared and agreed that the purchaser or purchasers of the said premises or any part thereof who shall pay his her or their purchase money or any part thereof to the said William Ward his executors administrators or assigns and take his or their receipt or receipts for the same shall be wholly discharged therefrom and shall not be obliged to see the application nor be answerable for the misapplication or nonapplication of the same nor be obliged to enquire whether

default was made in payment of the said principal money and interest or whether any such notice as aforesaid shall have been given or whether any such sale or sales is or are necessary for the purposes aforesaid and such purchaser or purchasers paying the purchase money and taking such receipt or receipts for the same as aforesaid shall and may hold and enjoy the premises to be purchased discharged from all claims and demands whatsoever of him the said John Whitlock his executors administrators or assigns AND the said John Whitlock doth hereby for himself his heirs executors and administrators covenant with the said William Ward his executors administrators and assigns that he the said John Whitlock his executors administrators or assigns will pay or cause to be paid unto the said William Ward his executors administrators or assigns the sum of One hundred pounds sterling with interest for the same after the rate of Five pounds per centum per annum on the Twenty eighth day of September next without any deduction thereout AND ALSO that he the said John Whitlock now hath good right to assign the said premises hereby assigned with the appurtenances in manner aforesaid And that from and after breach of the aforesaid proviso the said William Ward his executors administrators and assigns shall and may enter into hold and enjoy the same premises with the appurtenances for the residue of the said Term without any interruption or denial from or by any person or persons whomsoever And that free from all incumbrances whatsoever AND ALSO that he the said John Whitlock his executors administrators and assigns and all other necessary parties will at his and their expense at all times during the continuance of this security enter into execute and perfect all such acts deeds and assurances for more effectually assuring the said premises hereby assigned with the appurtenances unto the said William Ward his executors administrators and assigns as he or they shall lawfully and reasonably require AND ALSO that he the said John Whitlock his executors administrators and assigns will during the continuance of this security keep the Cottages and Buildings hereby assigned constantly insured against loss by fire in the sum of One hundred pounds or upwards and will deposit the Policy of such Insurance with the said William Ward his executors administrators or assigns and regularly produce to him or them the receipts for the renewal thereof IN WITNESS whereof the parties to these presents have hereunto set their hands and seals the day and year first above written.

John Whitlock

Wm Ward

Geo Doe Solicitor Great Torrington

On back of parchment the following-

Memorandum That the principal Sum of One Hundred pounds and Interest secured to William Ward by the within written Indenture has been fully paid off and discharged by the within named John Whitlock this Thirtieth day of October One thousand eight hundred and Sixty nine.

Witness to the Signature
of Frederick Ward

Frederick Ward
as Executor
to William Ward

Wm Smale

G Whitlock

Received on the day and year first within written from the within named William Ward the sum of One hundred pounds the consideration money within expressed to be paid by him to me

Witness Geo Doe

John Whitlock

Typed by W.J. Whitlock from photocopy taken of original in possession of Dorothy Whitlock of Holsworthy, Devon.