



Dated 15 June 1888

Mr Samuel Andrews

---- to ----

Mr John Ebenezer Miller



Mortgage

For securing £200 & Interest at
£4 per cent per annum

Parties to document :-	Samuel Andrews of Malmesbury John Ebenezer Miller of Malmesbury
Other names mentioned :-	George Andrews Zachariah Andrews Samuel Eyles Benjamin Smart Hays and Son Edward Miles Edwin Ratcliffe
Property mentioned in this document :-	Freehold Messuages, workshops & Garden ground and premises

This Indenture made the fifteenth day of June One Thousand Eight Hundred and Eighty Eight **Between** Samuel Andrews of Malmesbury in the County of Wilts General Smith of the one part and John Ebenezer Miller of the same place Grocer (hereafter called the Mortgagee) of the other part.

Whereas by an Indenture dated the Third day of November One Thousand Eight Hundred and Fifty Six and made between George Andrews of the one part and Zachariah Andrews of Malmesbury aforesaid Blacksmith of the other part for the consideration therein mentioned the Hereditaments hereinafter expresed to be hereby conveyed were conveyed to the use of the said Zachariah Andrews his heirs and afsigns **And Whereas** the said Zachariah Andrews died on the seventeenth day of March One Thousand Eight Hundred and Eighty Eight intestate being at the date of his death seised

of the said hereditaments for an estate of inheritance in fee simple in possession leaving the said Samuel Andrews his eldest son and heir at law him surviving **And Whereas** the said Mortgagee has agreed to lend to the said Samuel Andrews (hereafter called the Mortgagor) the sum of Two Hundred Pounds on having the repayment thereof with Interest secured to him in manner hereafter mentioned **Now** This Indenture Witneseth that in consideration of Two Hundred Pounds paid to the said Mortgagor by the said Mortgagee of which sum the said Mortgagor hereby acknowledges the receipt The said Mortgagor hereby Covenants with the said Mortgagee to pay to him on the fifteenth day of December next the said sum of Two Hundred Pounds with Interest thereon in the meantime at the rate of Four Pounds per centum per annum And also as long after that day as any principal money remains due under this Mortgage to pay to the said Mortgagee Interest thereon at the same rate by equal half yearly payments on the fifteenth day of December and the fifteenth day of June in every year **And** This Indenture Witneseth that for the same consideration the said Mortgagor as beneficial owner hereby conveys to the said Mortgagee **All** Those Two Messuages or Tenements (formerly in one Messuage) with the Workshops Garden Ground and Hereditaments thereunto adjoining and belonging situate lying and being in the Parishes of Brokenborough and Westport or one of them in the County of Wilts formerly in the occupation of the said Zachariah Andrews Samuel Eyles and Benjamin Smart since of the said Zachariah Andrews Samuel Andrews and Hays and Son and which said premises are bounded on or towards the North by property belonging to Edward Miles and Edwin Ratcliffe on or towards the South by a lane leading from Gloucester Street to the Horsefair on or towards the East by Gloucester Street aforesaid and on or towards the West by property belonging to the said Edwin Ratcliff **To Hold** the same Unto and to the use of the said Mortgagee in fee simple subject to the proviso for redemption following namely That of the said Mortgagor or any person claiming under him shall on the fifteenth day of December next pay to the said Mortgagor the person claiming under him the sum of Two Hundred Pounds and Interest thereon at the rate aforesaid then the same Mortgagee or the persons claiming under him will at the request and Costs of the said Mortgagor or the persons claiming under him reconvey the premises to the said Mortgagor or the persons claiming under him **And** the said Mortgagor hereby covenants with the said Mortgagee as follows That the said Mortgagor will not at any time hereafter grant or enter into any agreement to grant any lease of the Hereditaments before mentioned or any part thereof without the consent in writing of the said Mortgagee And it is hereby agreed that the said Mortgagor shall not be entitled to redeem this present Mortgage without first paying to the said Mortgagee any money that may be due to the said Mortgagee on any other Mortgage executed by the said Mortgagor or by any person through whom he claims And it is further agreed that the said Mortgagee may at any time without any further consent on the part of the said Mortgagor demise or enter into any agreement to demise the said Hereditaments or any part thereof upon any terms he thinks fit Provided always that the power shall not be exercised until such time as he is by law empowered to sell And it is further agreed that the said Mortgagee may if he thinks fit insure the Buildings comprised in this Security in a sum not exceeding Two Hundred Pounds from loss or damage by fire and the said Mortgagor hereby covenants to forthwith repay to the said Mortgagee any sum or sums of money he may have paid as the premiums on any such insurance And this Indenture also Witneseth that the said Mortgagor doth hereby attorn and become tenant from year to year to the said Mortgagee in respect of such part of the said premises as are in his occupation at a yearly rent of Eight Pounds by equal payments the first payment to be made on the first day of the month next after any Interest hereby secured shall have become in arrear but all money received by the said Mortgagee for rent under the attornment hereinbefore continued shall be accepted in or towards satisfaction of the Interest then in arrear. Provided always that the attornment hereinbefore contained shall not under it compulsory on the said Mortgagee to collect the rent payable thereunder and that he shall not be accountable to any second Mortgagee or other incumbrances for any rent that might have been recovered under such attornment Provided also that the said Mortgagee may at any time by notice on writing forthwith determine the last mentioned tenancy **In Witnefs** whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed Sealed and Delivered by the
said Samuel Andrews in the presence of
W. F. Clark, Solr., Malmesbury

Samuel Andrews