



*Dated 2<sup>nd</sup> day of May 1839*

***Mr. Samuel Pettett (and suriety)***

***- to -***

***Mr. Edgar Chenery***

~~~~~

***A Mortgage for securing £70 with 5 per cent***

|                                               |                                                                                                                                                                                   |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Parties to document :-</b>                 | Samuel Pettett of Eye, in the county of Suffolk; shoemaker<br>Edgar Chenery of Eye, in the county of Suffolk; Gentleman<br>Robert Pettett of Eye, in the county of Suffolk; Baker |
| <b>Other names Mentioned :-</b>               | Seaman Ashford<br>Charles Gevinnell<br>George Studd, the elder                                                                                                                    |
| <b>Property mentioned in this document :-</b> | Freehold Cottages, bake-offices and shops erected and built by Samuel Pettett in Buckshorn Lane, Eye.                                                                             |

**This Indenture** made the second day of May in the year of our Lord one thousand eight hundred and thirty nine Between Samuel Pettett of Eye in the County of Suffolk Shoemaker of the first part Edgar Chenery of the same place Gentleman of the second part and Robert Pettett of Eye aforesaid Baker of the third part Whereas the said Samuel Pettett having occasion to borrow the sum of seventy pounds hath requested the said Edgar Chenery to advance him the sum and for the greater satisfaction of the said Edgar Chenery and in order to induce him to lend the said sum of seventy pounds to the said Samuel Pettett he the said Robert Pettett hath agreed to join in the covenant hereinafter contained for the repayment thereof with interest in manner hereinafter appearing to which the said Edgar Chenery hath consented *Now* this Indenture *Witnesseth* that in consideration of the sum of seventy pounds sterling to the said Samuel Pettett this day lent and paid by the said Edgar Chenery the receipt whereof is hereby acknowledged He the said Samuel Pettett Doth by these presents grant bargain sell and demise unto the said Edgar Chenery his executors administrators and assigns *All* those freehold messuages tenements or cottages bake-offices and shops lately erected and built by the said Samuel Pettett situate lying and being in Buckshorns Lane in Eye attached abutting upon premises of Charles Gevinnell Esquire, on the parts of the east and south, upon the said Lane on the part of the west and upon the premises George Studd the elder on the part of the North as the same are now in the several tenures or occupations of the said Samuel Pettett and Robert Pettett their several under tenants or assigns Together with all houses outhouses buildings yards gardens ways & waters water courses easements rights members hereditaments and appurtenances thereto belonging or appertaining and now occupied or enjoyed therewith And the reversion and reversions remainder and remainders thereof and all the estate right title use interest trust equity property claim and demand whatsoever of him the said Samuel Pettett of in to or out of the said hereditaments and premises *To have and to hold* the said hereditaments and premises hereby granted and demised or intended so to be with the appurtenances unto the said Edgar Chenery his executors administrators and assigns from the day of the date of these presents for the term of one thousand years without impeachment of waste at the rent of a pepper corn if demanded *Provided* that if the said Samuel Pettett his heirs executors or administrators shall pay unto the said Edgar Chenery his executors administrators or assigns at the dwelling house of the said Edgar Chenery for the time being the full sum of seventy pounds sterling with interest for the same after the rate of five pounds percentum per annum upon the second day of May now next without any deduction whatsoever then these presents shall be void *And* the said Samuel Pettett doth hereby for himself his heirs executors and administrators covenant promise and agree to and with the said Edgar Chenery his executors administrators and assigns *That* he the said Samuel Pettett now hath in himself good right to demise the said hereditaments and premises hereby demised or intended so to be unto the said Edgar Chenery his executors administrators and assigns for the term hereby granted therein in manner aforesaid according to the true intent and meaning of these presents *And* also that it shall and may be lawful for the said Edgar Chenery his executors administrators and assigns after default shall be made in payment of the said sum of seventy pounds and interest contrary to the proviso herein before contained peaceably to enter into and upon the said hereditaments and premises and to hold and enjoy the same without any interruption whatsoever by the said Samuel Pettett or any other person whomsoever *And* that free clear of and from all estates titles troubles heirs charges and incumbrances whatsoever *And* moreover that the said Samuel Pettett his heirs and all persons whomsoever claiming any estate or interest in the premises shall and will at all times hereafter during the continuance of the said term of one thousand years and this security upon every reasonable request of the said Edgar Chenery his executors administrators or assigns but at the costs of the said Samuel Pettett his heirs executors and administrators execute and perfect all such further assurances that may be necessary for the more satisfactorily demising the said hereditaments

and premises with the appurtenances unto the said Edgar Chenery his executors administrators and afsigns for all the then residue of the said term of one thousand years subject nevertheless to redemption as aforesaid according to the price intent and meaning of these presents as by the said Edgar Chenery his executors administrators and afsigns or his or their counsel in the Law shall be reasonably required and tendered to be executed *Provided* also and it is hereby declared that until default shall be made in payment of the said sum of seventy pounds and interest contrary to the proviso herein before contained it shall be lawful for the said Samuel Pettett his heirs and afsigns to occupy and enjoy and receive and take the rents and profits of the said hereditaments and premises hereby demised without any interruption whatsoever by the said Edgar Chenery his executors administrators or afsigns or any person lawfully claiming under him or them *And* the said Samuel Pettett and Robert Pettett do hereby for themselves jointly and severally and for their respective heirs executors and administrators covenant and declare to and with the said Edgar Chenery his executors administrators and afsigns *That* they the said Samuel Pettett and Robert Pettett or one of them or the heirs executors administrators or afsigns of one of them shall pay unto the said Edgar Chenery his executors administrators or afsigns the said sum of seventy pounds and interest for the same at the rate time and place herein before mentioned for payment thereof without any deduction whatsoever out of the same or any part thereof for taxes or otherwise according to the true intent and meaning of these presents *In Witness* whereof the said parties to these presents have hereunto set their hands and seals the day and year first above

Signed sealed and delivered by the said  
Samuel Pettett Edgar Chenery and Robert Pettett in the  
presence of

*Seaman Ashford*

*Samuel Pettett*

*Edgar Chenery*

*Robert Pettett*

Received this day and year first within written of and from the within named Edgar Chenery the sum of seventy pounds being the consideration within mentioned to be by him lent and paid to me

**£70**

Witness *Samuel Pettett*

*Seaman Ashford*

N.B.

16<sup>th</sup> Novr 1843, all interest due hereunto the 2<sup>nd</sup> May 1843 was this day cleared. *Edgar Chenery.*

5<sup>th</sup> May 1846, all interest due hereon to 2<sup>nd</sup> inst. Was paid up, *Edgar Chenery.*

23<sup>rd</sup> May 1848, all interest due hereon to 2<sup>nd</sup> inst was paid up, *Edgar Chenery.*

May 1849, Int. paid up to 2<sup>nd</sup> inst,, *Edgar Chenery.*

1878 May 2nd ~ Received of Mr Robert Pettett the sum of Seventy three pounds ten shillings in full discharge of all principal and Interest money due to me as Executrix of Edgar Chenery deceased under and by virtue of a certain Indenture of Mortgage bearing date the 2nd day of May 1839 and made between Samuel Pettett of the 1st part the said Edgar Chenery of the second part and the said Robert Pellett of the 3rd part.

*R. A Chenery*

**Edgar Chenery** was a Solicitor, landed proprietor and Gentleman of Eye, who died in 20 April 1877.

The Will was proved 3 September 1877 at Bury St. Edmunds by Rebecca Ann Chenery of Eye, Widow the Relict the sole Executrix.

Effects: under £7,000.

**Samuel Pettit** (sic) died 3q 1851.

The 1851 census shows he was a shoe maker of Buckshorn Lane, Eye. Aged 78 years.

His wife was Mary, aged 82 years.