

5
- 1947 -

A B S T R A C T of the T I T L E
- of -

THE RIGHT HONOURABLE HUGH MICHAEL
BARON SHERWOOD to freehold property
adjoining The Solent Yacht Club at
Yarmouth in the Isle of Wight.

Gunner, Wilson & Jerome,
Newport, I. W.

ABSTRACT of the TITLE
- of -

THE RIGHT HONOURABLE HUGH MICHAEL BARON SHERWOOD to
freehold property adjoining the Solent Yacht Club at
Yarmouth in the Isle of Wight.

AS TO A PART OF THE PROPERTY.

25th June 1896.

Stamps £6.

BY CONVEYANCE so dated and made between RICHARD BIDDULPH MARTIN JOHN BIDDULPH MARTIN
FREDERICK HENRY NORMAN and EDWARD NORMAN all of 68 Lombard Street in the City of London Bankers
thereinafter referred to as "the Vendors" of the one part and SIR CHARLES SEELY of Brooke House
in the Isle of Wight Baronet (thereinafter referred to as "the Purchaser") of the other part

AFTER RECITING that Vendors alleged that they or some or one of them were or was
seised of or otherwise well entitled to for an estate of inheritance in fee simple in
possession free from incumbrances the lands and heredit thereafter described and
intended to be thereby conveyed and then lately agreed with Purchaser for sale to him
of the said lands and heredit for price or sum of £1200

IT WAS WITNESSED that in pursuance of the said agreement and in consideration of the sum of
£1200 to Vendors paid by Purchaser (receipt etc) they said Vendors as B. Os DID and each of them
DID thereby grant convey and assure to the Purchaser

ALL THAT piece or parcel of land with the messuages houses
and building then standing thereon situate at Yarmouth in
the Isle of Wight having a frontage of 114 feet or thrbts
to Bank Street and of 183 feet or thereabouts to the
Solent as the same was more parly delineated and described
in and by the plan thereof drawn on back of abstracting
presents

TO HAVE AND TO HOLD all the said land messuages heredit and prems
thereinbefore conveyed or expressed so to be with their appurts
unto and to the use of the Purchaser in fee simple

EXECUTED by the Vendors and duly attested.

AS TO THE REMAINDER OF THE SAID PROPERTY.

29th June 1897.

Stamps £3. 5. 0.

BY CONVEYANCE so dated and made between HARRY LEE of Yarmouth afsd Draper of the one part and said
SIR CHARLES SEELY of the other part

AFTER RECITING that said H. Lee was seised in fee simple free from incumbs of the
heredit intended to be thereby conveyed and had agreed to sell same to said Sir C.
Seely at price of £620

IT WAS WITNESSED that in pursuance of the said agreement and in conson of £620 paid etc (receipt
etc) said H. Lee as B. O. thereby conveyed unto said Sir C. Seely

ALL THAT messuage or dwellinghouse with the coachhouse
stable outbuildings yard garden and premises thereunto
adjoining and belonging situate at Yarmouth in the I. W.
bounded on the North by the Solent Sea on the South by land
and premises belonging to George Fryer on the East partly
by the Road leading from the High Street Yarmouth at its
junction with South Street to the Solent Sea and partly

by pigstyes and premises formerly belonging to the Yarmouth Town Trust and then recently purchased by said Sir C. Seely and on the West by land and premises formerly belonging to Messrs. Martin & Co and then to the said Sir C. Seely all which premises were more parly described and coloured pink in the map or plan drawn at the foot or end of abstracting presents ~~to be~~

TO HOLD the same unto and to the use of said Sir C. Seely in fee simple

EXECUTED by said H. Lee and duly attested.

AS TO ALL THE SAID PROPERTY.

19th Sept. 1914.

*Examined with Probate
agreement and own person.*

*W. H. Lee
22/10/15*

BY HIS WILL so dated said SIR C. SEELY of Sherwood Lodge in the parish of Arnold in the County of Nottingham and of Brooke House in the Parish of Brooke in the I. W. Baronet appointed his sons Charles Hilton Seely Frank Evelyn Seely and John Edward Bernard Seely and Henry Houghton Enfield of Bramcote in the County of Nottingham Gentleman (thereinafter called "his Trustees") Exors and Trustees of that his Will for all the purposes therein expressed and for the purposes of the S. L. Acts 1882 to 1890 or any staty modification thereof and Testator declared that the expression "his Trustees" should include the said C. H. Seely F. E. Seely J. E. B. Seely and H.H. Enfield and the survivors or survivor of them or other the Trustees or Trustee for the time being of that his Will AFTER MAKING A DEVISE of a certain portion of his Nottingham Estate Testator devised all the rest of his real estate in the County and City of Nottingham together with his advowson or right of patronage and presentation to the Vicarage of Daybrook to the use of his said son said C. H. Seely during his life without impeachment of waste with remainder to the use of the first and other sons of said C. H. Seely successively, according to seniority in tail male with divers remainders over AND as regarded his property in the I. W. Testator devised all the real estate in the I. W. belonging to him at the time of his death and lying within the area bounded on the North by the road leading from Freshwater to Calbourne on the South by the Sea on the East by the road leading from Calbourne to the top of Strawberry Lane and the Lane leading to Hoxall and thence in a direct line to the Sea at Sudmoor and on the West by the Road leading from Freshwater Gate to the Freshwater and Calbourne Road together also with his advowson or right of patronage or presentation to the Rectory of Brooke to the use of his said son J.E.B. Seely during his life without impeachment of waste with remainder to the use of the first and other sons of the said J. E. B. Seely successively according to seniority in tail male with divers remainders over AND Testator further devised the residue of his real estate in the I. W. afsd unto and to the use of his Trustees Upon Trust to sell the same within two years of his decease or if they were agreed that it was desirable to further postpone the sale then within 5 years of his decease and to stand possessed of the net proceeds arising from such sale upon trust to invest the same or any part thereof in the purchase of real estate situated within seven miles of Sherwood Lodge afsd and to settle or assure or cause to be settled or assured the real estate so purchased to the uses and with and subject to the powers and provisions therein limited expressed and declared of and concerning the residue of his real estate in the County and City of Nottingham devised in strict settlement or as near thereto as the deaths of parties and other intervening circumstances would admit and subject to such investment as afsd Testator directed his Trustees to invest the said proceeds of sale in any of the investments thereby authorised and to hold the same upon the trusts corresponding as nearly as the rules of law and equity would permit to the uses thereinbefore expressed of and concerning the said residue of his real estate in the County and City of Nottingham AND Testator declared that his Trustees might manage any

This does not include the ppty the subject of this abstract.

G. W. & J.

real and leasehold hereditas for the time being vested in them on the trusts of that his Will with all the powers in that behalf of absolute owners and might repair and insure houses and buildings and make allowances to and make arrangements with tenants and accept surrenders of leases and tenancies and might out of the income and capital of the premises make any outlay for the purposes aforesaid and that the rents profits and income to accrue from and after his deceased of and from such part of his estate as should for the time being remain unsold and unconverted should after payment thereof of all incidental expenses and outgoings be paid and applied to the person or persons and in the manner to whom and in which the income of the proceeds of such sale and conversion would for the time being be payable or applicable under that his Will if such sale and conversion had actually been made.

DULY SIGNED AND WITNESSED.

19th Sept. 1914. ✓

SAID Testator made a Codicil to his said Will which did not affect the appointment of Exors or the parties the subject of this abstract.

DULY SIGNED AND WITNESSED

19th Sept. 1914. ✓

SAID Testator made a Second Codicil to his said Will which did not affect the appointment of Exors or the parties the subject of this abstract.

DULY SIGNED AND WITNESSED

7th Nov. 1914. ✓

SAID Testator made a Third Codicil to his said Will whereby he revoked the appointment in his said Will contained of his sons said C. H. Seely F. E. Seely and J. E. B. Seely as Exors and Trustees of his said Will and in lieu thereof Testator appointed the Public Trustee as Exor and Trustee of his said Will jointly with said H. H. Enfield in said Will named and he thereby declared that his sd Will and any Codicil thereto should be read and construed and take effect in all respects as if in substitution for the names of said C. H. Seely F. E. Seely and J. E. B. Seely the official name of the Public Trustee was inserted therein throughout as an Exor and Trustee thereof and in all other respects Testator confirmed his said Will as altered by any former Codicil thereto.

DULY SIGNED AND WITNESSED.

16th April 1915. ✓

SAID Testator died at Brooke House a/sd.

4th June 1915. ✓

SAID Will and Codicils of Testator were duly proved by said H. H. Enfield the Exor named in said Will and the Public Trustee the Exor named in said Third Codicil in the P. P. R.

17th October 1916. ✓

Stamp 10/-.

BY INDRE so dated and made between said C. H. SEELY (then SIR CHARLES HILTON SEELY Baronet) of Sherwood Lodge in the Parish of Arnold in the County of Notts a/sd of the first part CHARLES GRANT SEELY of Sherwood Lodge a/sd a Lieut. in H. M. Army of the second part said H. H. ENFIELD of the third part and THE PUBLIC TRUSTEE of the fourth part

AFTER RECITING before abstracted Will of said Sir C. Seely Bart.

AND RECITING that said Testator made three Codicils to his sd Will as before abstd AND RECITING death of said Testator and Probate of his said Will and Codicils as before abstracted

AND RECITING that said C. G. Seely was eldest son of said Sir C. H. Seely Bart and attained age of 21 years on 29th Nov. 1915.

AND RECITING that residue of Testator's real estate in the I. W. which residue was

*Original Executed
at Office of Messrs. Wetherill & Co.
84, Cannon St.
London, W.C.2.
26/10/16. LSC*

devised by his said Will in trust for sale as aforesaid consisted of divers freehold hereditaments and certain copyhold hereditaments (not the subject of this abstract) all which freehold and copyhold hereditaments were thereafter referred to as "the Settled hereditaments" AND RECITING that Testator was also possessed of certain lands of leasehold tenure which might have passed under the devise in his said Will contained of the residue of his real estate in the I. W. and were thereafter also referred to in the phrase "the settled hereditaments" (N.B. These leaseholds are not material to this abstract) AND RECITING that said Sir C. H. Seely Bart and C. G. Seely desired and had agreed that the settled hereditaments should not be sold under the thereinbefore recited trust for sale but should devolve as real estate in the same manner as if they had been purchased under the Settled Land Acts 1882 to 1890 out of the proceeds of such sale IT WAS WITNESSED that in pursuance etc the said Sir C. H. Seely Bart and said C. G. Seely with consent of said Sir C. H. Seely Bart as protector of the said settlement according to their respective estates and interests thereby respectively granted unto said H. H. Enfield

ALL the settled hereditaments

TO HOLD the same unto Public Trustee and his successors and said H. H. Enfield and his heirs and assigns freed and discharged from thereinbefore recited trust for sale in said Will contained and from all estates in tail male or in tail of said C. G. Seely under said Will and from all remainders reversions estates rights titles interest and powers to take effect after the determination or in defeasance of any such estates in tail male or in tail TO THE USES upon the trusts and subject to the powers and provisions by and in the thereinbefore recited Will of Testator declared and contained of and concerning the said residue of his real estate in the County and City of Nottingham and so that the person or persons or corporation who or which should for the time being be the Trustees or Trustee of the said Will for the purposes of the S. L. Acts 1882 to 1890 or any statutory modification thereof should be the Trustees or Trustee for the same purposes of now abstracting presents also

EXECUTED by all parties other than Public Trustee and attested and attested and sealed by Public Trustee

19th April 1917. ✓

THE said C. G. SEELY was killed in action on or about this date.

2nd Oct. 1919. ✓

HUGH MICHAEL SEELY the second son of said Sir C. H. Seely Bart attained the age of 21 years.

May 2nd 1922. ✓

BY MORTGAGE so dated and made between said SIR C. H. SEELY Bart (thereinafter referred to as "the Mortgagor") of the first part said THE PUBLIC TRUSTEE and H. H. ENFIELD (thereinafter referred to as "the Trustees") of the second part and EQUITY AND LAW LIFE ASSURANCE SOCIETY whose regd office was situate at 18 Lincoln's Inn Fields in the County of London (thereinafter referred to as "the Society") of the third part

Stamp £50.

*Original Examined
at Office of Master
Wetherill & Co
26/10/51*

AFTER RECITING that under and by virtue of the joint effect and operation of the Will dated 19th Sept. 1914 and proved together with three codicils thereto as before

abstracted of said Sir C. Seely Bart and lastly before abstracted Indre of Disentailing Assurance and Settlement to the appropriate uses of said Will and also so far as regarded hereditis comprised therein and assured thereby (and being the hereditis coloured sepia and light green respectively on the plan Mod 2 thereafter referred to) of certain conveyances subsequently made to the appropriate uses of the said Will the several hereditis therein described and thereby assured then stood limited or settled to the use of the Mortgagor during his life without impeachment of waste with remainders over

AND RECITING that Trustees were the Trustees of the as well the said Will of said Sir C. Seely deceased as also of before abstracted Indre of 17th Oct. 1916 for the purposes of the S. L. Acts 1882 to 1890

AND RECITING that in addition to the said several hereditis thereafter described certain copyhold hereditis not material to be further herein referred to were held

AND RECITING that Mortgagor was also absolutely entitled to certain policies of assurance not the subject of this abstract

AND RECITING that the estate duty payable by reason of the death of said Sir C. Seely Bart on the real estate in the I. W. devised by his said Will and then limited and settled by virtue thereof and said Indre of 17th October 1916 to the uses aforesaid and also on further estates in the County and City of Nottingham settled by said Will to corresponding or like uses amounted to £62,670 or upwards

AND RECITING that Mortgagor had paid £47,438 part of said estate duty out of his own moneys as Trustees thereby admitted and acknowledged.

AND RECITING a sum of £15232 or upwards was still required to discharge the remainder of the estate duty as aforesaid

AND RECITING that Mortgagor in exercise of all powers enabling him in that behalf had determined to raise £40000 for or towards the recoupment or discharge of such estate duty and the expenses incurred in respect thereof and the Society had agreed to advance the said sum of £40,000 for the purposes aforesaid upon having the repayment thereof together with interest thereon at the rate thereafter mentioned secured in manner thereafter appearing

AND RECITING it had been agreed that said sum of £40,000 should be paid to and retained by Mortgagor in or towards discharge of the sum or sums paid by him out of his own moneys in respect of such estate duty as aforesaid

IT WAS WITNESSED as follows :-

1. In pursuance of the said agreements and in consideration of £40,000 (paid etc receipt etc) Mortgagor thereby covenanted with the Society to pay to the Society on the 2nd Nov. then next £40,000 with interest thereon in the meantime as from date of abstracting presents at the rate of 7% p.a. and further that if the said monies should not be so paid to pay to the Society interest at the rate aforesaid by equal half yearly payments on 2nd May and 2nd Nov in every year on the principal monies for the time being remaining owing on security of abstrg presents.
2. Proviso for reduction of rate of interest to 6½% p.a. upon punctual payment.
3. In further pursuance of said agreements and for the conson aforesaid Mortgagor as B. O. in exercise of- and by virtue of the powers conferred on him by the Finance Act 1894 and also of the powers vested in him by the S. L. Acts 1882 to 1890 and of every or any other power

enabling him in that behalf thereby granted and conveyed unto Society

ALL THOSE the Manors or Lordships of reputed Manors or Lordships of Chillerton Farm Gatcombe Mottistone and Brixton otherwise Brighstone in the I. W.

AND ALSO ALL THOSE messuages buildings farms lands and hereditaments containing in all 8,800 acres or thereabouts situate in the Parishes of Carisbrooke Wootton Shorwell St. Nicholas Gatcombe Brixton otherwise Brighstone Freshwater Yarmouth Thorley and Mottistone in the I. W. the short particulars of which said hereditaments were set forth in the First Schedule thereunder written and which said land or the greater portion thereof so far as the same were situate in the parishes of Carisbrooke Wootton Shorwell St. Nicholas and Gatcombe were delineated on the plan Nod 1. thereunto annexed and were thereon coloured with various colours and so far as the same were situate in the Parishes of Brixton otherwise Brighstone Freshwater Thorley Yarmouth and Mottistone were delineated on the plan Nod. 2. thereunto annexed and were thereon coloured purple dark green pale green brown pink yellow blue red pale pink pale blue pale yellow sepia green dark red dark blue orange grey and light green AND ALSO all tithes or tithe rentcharges issuing or payable out of or in respect of the said several lands and hereditaments or any of them so far as such tithes were held or enjoyed therewith and settled to the uses aforesaid

TO HOLD the said several hereditaments and premisses unto and to the use of the Society and their assigns in fee simple subject to the proviso for redemption hereinafter contained

4. CLAUSE relating to the said copyhold ppty not material to be herein abstracted
5. ASSIGNMENT of the said Policies of Assurance not material to be herein abstracted.
6. PROVISIO for redemption.
7. PROVISIO that security thereby effected should rank in priority to and take precedence over any charge to which under the statute in that behalf or in equity or otherwise the Mortgagor might have or be or become entitled to in respect of any sum paid or to be paid by the Mortgagor for estate duty as aforesaid or any expenses incurred or to be incurred by him in respect thereof and which might not be satisfied by the payment to the Mortgagor in the recoupment or partial recoupment thereof of the sum of £40,000 paid to him by the Society as aforesaid
8. COVENANT by Mortgagor to insure and to keep in repair
9. COVENANT by Mortgagor in respect of policies of assurance not the subject of this abstr.
10. AGREEMENT that the statutory power of sale given to or vested in the Society by abstracting presents might be exercised in relation to any policy for the time being subject to that security.
11. PROVISIO that as between the Mortgagor and the several policies thereby mortgaged on the one hand and the said several hereditaments thereby assured on the other hand the said hereditaments should be a primary security for the said sum of £40,000 and all interest thereon to accrue or become payable after the death of Mortgagor but that provision should in no way affect the Society or their right to resort to and enforce their several securities and remedies for

Plan

recovering the monies thereby secured against the said hereditas or the said policies or, the Mortgagor personally in such order and manner as the Society should think fit.

INTERPRETATION CLAUSE

FIRST
THE/SCHEDULE. referred to.

Name description or situation of property.	Name of Tenant	Acreage.	Gross Rent.	appnd value.	Tithe	Land Tax.
--	----------------	----------	-------------	--------------	-------	-----------

(INTER ALIA)

Yarmouth.	Solent Yacht Club.		£85. 5. 0.	7/-.		
-----------	--------------------	--	------------	------	--	--

THE SECOND SCHEDULE referred to.

Not material to this abstract.

EXECUTED by the Mortgagor and said H. H. Enfield and duly attested and Sealed by the Public Trustee and attested.

23rd Dec. 1924. ✓

Stamps £29. 5. 0.

Original Examined

at Office of

Messrs. Walker & Co.

24/12/24

W.C.B.

BY FURTHER CHARGE so dated and made between said SIR C. H. SEELY Bart (thereinafter referred to as "the Mortgagor") of the first part the said THE PUBLIC TRUSTEE and H. H. ENFIELD (thereinafter referred to as "the Trustees") of the second part and said EQUITY AND LAW LIFE ASSURANCE SOCIETY (thereinafter referred to as "the Society") of the third part

AFTER RECITING that abstracting presents were supplemental to lastly before abstd Mortgage (thereinafter called "the said Mortgage")

AND RECITING that principal sum of £40,000 together with interest thereon as from 2nd November then next last still remained owing to the Society on the security of the said Mortgage

AND RECITING that the rate of interest payable under the said mortgage had since the date thereof been reduced to the rate of 6% p.a. reducible to 5½% p.a. in manner provided by said Mortgage

AND RECITING that since date of said Mortgage a small piece of land situate at Brighstone in said I. W. had been sold and conveyed to Purchaser thereof and the purchase monies therefor received by Trustees

AND RECITING that Mortgagor had paid and discharged sum of £15254. 16. 4. further on account of said estate duty out of his own monies.

AND RECITING Mortgagor in exercise of all powers enabling him in that behalf had determined to raise said sum of £15254. 16. 4. then paid by him as afd and also sum of £7415. 3. 8. to meet the last instalment of the said estate duty and the sum of £639. 10. 6. being the costs charges and expenses of the said mortgage and of present security making in the aggregate the sum of £23309. 10. 6. and that Society had agreed to advance said sum of £23309. 10. 0. upon having repayment thereof together with interest thereon at the rate thereafter mentioned secured in manner thereafter appearing

IT WAS WITNESSED as follows :-

1. In pursuance of said agreement and in conson of sum of £23309.10. 6. then paid by Society at direction of Mortgage videlicet sum of £7415. 3. 8. to Trustees as Trustees for the purposes of the settled land acts of the settlement created by Will of said Sir C. Seely Bart of the real estates in the I. W. and in County and City of Nottingham described or referred to in said mortgage to be applied in or towards the discharge of the last mentioned instalment of estate duty then due and payable as afd (receipt etc) and of the sum of £15894.6.10.

then paid by the Society with the privity (thereby testified) of Trustees to Mortgagor as to sum of £15254. 16. 4. part thereof in recoupment of the sum of £15254. 16. 4. the further amount of the said estate duty paid by him out of his own moneys and as to the sum of £639.10. 0. the amount of such costs charges and expenses as aforesaid (receipt etc) Mortgagor thereby covenanted with Society to pay to Society on 2nd May then next sum of £23309. 10. 6. with interest thereon in the meantime as from date of abstracting presents at rate of £6 % p.a. and further that if said monies should not be so paid to pay to Society interest at the rate aforesaid by equal half yearly payments on 2nd Nov and 2nd May in every year on principal moneys for time being owing on security of abstracting presents or any judgment that might be recovered thereunder

2. PROVISIO that if Mortgagor should on any half yearly day on which any interest was made payable by abstracting deed or within 30 days after such day pay to Society interest for preceding half year on the principal moneys for the time being on abstracting presents at rate of $5\frac{1}{2}$ % p.a. and if Mortgagor should at all times perform and observe all the covenants on his part therein and also in said mortgage expressed or implied (other than the covenant for payment of principal moneys on the days provided and of interest at the higher rate of £6 p.c.p.a) then Society should accept interest for the principal monies for the time being owing as aforesaid at rate of $5\frac{1}{2}$ % p.a. in lieu of at rate of £6 % p.a. for every such half year for which such interest should be paid to Society within such 30 days as aforesaid.

3. In further pursuance of said agreements and for the reasons aforesaid Mortgagor as B. O. in exercise and by virtue of the provisions conferred upon him by the Finance Act 1894 and also of the powers vested in him by the S. L. Acts 1882 to 1890 and of every or any other power enabling him in that behalf thereby declared that

ALL AND SINGULAR the Manors or Lordships or reputed Manors or Lordships messuages farms lands and hereditaments tithes or tithe rentcharges (other than and except the small piece of land at Brighstone so sold and conveyed as aforesaid) comprised in or which were then in any wise subject to said Mortgage should be a security for and stand charged with the payment to the Society of as well said sum of £40,000 and all interest accruing and to accrue due for same as said sum of £23309. 10. 6. then advanced by the Society and the interest thereon and should not be redeemable until payment of both said sums of £40,000 and £23309. 10. 6 and the interest thereon respectively

5. FURTHER agreement and declaration that all and singular the provisions covenants and declarations contained in clauses 7 to 12 inclusive of said Mortgage and the powers of sale and other powers by statute conferred by or implied in said Mortgage should extend and apply to now abstracting security and to said sum of £23309. 10. 6. then advanced by Society and the interest thereon in the same manner in all respects as is said several provisions covenants and declarations were therein repeated and set forth at length and contained in now abstracting security with such verbal modifications (if any) as the circumstances required.

EXECUTED and attested by parties and first and 2nd pts.

23rd December 1925. ✓
Stamp £53.

Original Document

at Office of

Mr. W. H. B. B. B.

26/10/51.

W. H. B.

BY MORTGAGE so dated and made between said SIR C. H. SEELY Bart (thereinafter referred to as "the Mortgagor") of the one part and said EQUITY AND LAW LIFE ASSURANCE SOCIETY (thereinafter referred to as "the Society") of the other part

AFTER RECITING seisin of Mortgagor to the Brooke Estate in the I. W. (not material to this abstract)

AND RECITING settlement of said residue of said Isle of Wight Estates under and by virtue of the joint operation and effect and said Wills and Codicils of said Sir C. Seely Bart deceased and before abstracted Indre of 17th October 1916 as before abstracted

AND RECITING before abstracted Mortgage of 2nd May 1922 (thereinafter referred to as "the said Mortgage")

AND RECITING lastly before abstracted Further Charge (thereinafter referred to as "the said Further Charge")

AND RECITING that since dates of said Mortgage and Further Charge divers of the hereditis comprised in the said Mortgage and Further Charge had been sold or contracted to be sold and conveyed and were then about to be conveyed to the Purchasers thereof and that aggregate principal sum of £7 £57291. 16. 9. only then remained owing to the Society on the security of said Mortgage and Further Charge with current interest thereon as from 2nd Nov. 1925

AND RECITING a matter not material to be herein set forth

AND RECITING Society had agreed with Mortgagor to lend him sum of £42,325. upon having repayment thereof with interest at rate thereinafter mentioned secured in manner thereinafter appearing

IT WAS WITNESSED in pursuance of said agreement and in conson of sum of £42,325 then paid to Mortgagor by said Society (receipt etc) as follows :-

1. Mortgagor covenanted with Society to pay to Society on 23rd June then next sum of £42,325 with interest thereon in meantime as from date of abstracting presents at rate of 6% p.a. and in default to pay to Society interest at rate aforesaid by equal half yearly payments on 23rd Dec. and 23rd June in every year on the principal monies for the time being owing on security of abstracting presents or on any judgment that might be recovered thereunder
2. PROVISIO for reduction of interest to 5½% p.a. on punctual payment.
3. CONVEYANCE of said Brooke Estate as (not material to this abstract)
4. MORTGAGOR as B. O. thereby demised unto Society

ALL AND SINGULAR the Manors or Lordships or reputed Manors or Lordships messuages buildings farms lands and hereditis tithes or tithe rentcharges comprised in and assured by or subject to said Mortgage and Further Charge (other than such portions of said hereditis as had since been sold or contracted to be sold and conveyed or about to be conveyed to the Purchasers thereof)

TO HOLD the same unto the Society and their assigns for the term of 99 years computed from the date thereof if the Mortgagor should so long live without impeachment of waste subject nevertheless to said Mortgage and Further Charge on the fee of the said hereditis

and prems and to the principal sum of £57291. 16. 9. then remaining owing thereon and the interest payable in respect thereof and subject also to the proviso for redemption or surrender thereafter contained.

5. ASSIGNMENT of certain policies of assurance not the subject of this abstract, such policies being described in Schedule thereto.
 6. PROVISIO for redemption on 23rd June then next.
 7. MORTGAGOR's covenants to repair and insure
 8. COVENANTS affecting said Policies of Assurance thereby mortgaged
- OTHER USUAL Mortgage covenants and provisoes.

THE SCHEDULE before referred to.

Not material to this abstract.

EXECUTED by Mortgagor (by Hugh Michael Seely, his Atty)
and duly attested.

1st Jan. 1926.

THE SETTLED LAND ACT 1925 came into operation.

11th Jan. 1926. ✓

Stamp 10/-.

BY VESTING DEED so dated and made between said THE PUBLIC TRUSTEE and H. H. ENFIELD (thereinafter called "the Trustees") of the one part and said SIR C. H. SEELY Bart of the other part

AFTER RECITING Will Codicils death and Probate of said Sir Charles Seely Bart as before abstracted

AND RECITING before abstracted Indre of 17th October 1916.

AND RECITING that said Sir C. H. Seely Bart had requested Trustees to execute pursuant to provisions of S. L. Act 1925 the abstracting Vesting Deed.

IT WAS for giving effect to requirements of S. L. Act 1925 WITNESSED as follows :-

1. Trustees as Trustees thereby declared that

ALL AND SINGULAR the hereditis and prems comprised in (inter alia) said devise of residue of real estate in I. W. and which were subject to thereinbefore recited Deed of 17th October 1916 so far as same then remained subject to limitations relating thereto in said Will and in said Indre of 17th October 1916 respectively contained and all other (if any) the prems capable of being vested by abstracting declaration which were then by any means subject to limitations contained in said Will and said Indre of 17th October 1916 respectively so far as same related to hereditis and prems in (inter alia) I. W. thereinbefore referred to

WERE VESTED in said Sir C. H. Seely Bart as to such of same as were freehold in fee simple and as to such of same (if any) as were leasehold for all residue of term of years for which same were respectively held.

2. DECLARATION that said Sir C. H. Seely Bart should stand possessed of prems upon trusts and subject to powers and provisions upon and subject to which under Will of Testator and said Indre of 17th October 1916 or otherwise same ought to be held from time to time.

3. THAT Trustees were Trustees of settlement for purposes of S. L. Act 1925.

4. COVENANT by Sir C. H. Seely Bart

*Original Examined
at office of
Messrs. Withers & Co
26/1/26
W.C.C.*

4. COVENANT by sd Sir C. H. Seely Bart to pay rent and perform covenants in respect of leasehold hereditas and to indemnify Trustees.

SEALED by said The Public Trustee and executed by said H.H. Enfield and Sir C. H. Seely (the latter by his Atty sd H.M. Seely) and attested.

MEMORANDA endorsed on before abstracted Mortgage of 2nd May 1922 and Further Charge of 1924.

26th Feby 1926. ✓

SAID SIR C. H. SEELY Bart died.

SPECIAL PROBATE of the Will of said SIR C. H. SEELY Bart (limited to settled estate) granted to said The Public Trustee and H. H. Enfield out of P. P. R.

28th July 1926. ✓

BY VESTING ASSENT so dated said THE PUBLIC TRUSTEE and H. H. ENFIELD as the special P. Rs. of said Sir C. H. Seely Bart decd as P. Rs assented to the vesting in SIR HUGH MICHAEL SEELY Bart of Sherwood Lodge Arnold in the Coy of Nottingham of

29th July 1926. ✓

Stamp 10/-

*Original Examined
at office of
Messrs. W. & A. L. S.
26/10/51.
WLS*

ALL THAT the freehold and leasehold property described or referred to in the Principal Vesting Deed before abstracted as to such freehold ppty in fee simple and as to such leasehold ppty for all the residue of the respective terms of years for which the same were held.

THE premises were vested in sd Sir H. M. Seely Bart upon trusts declared concerning same by before abstracted principal vesting deed.

THE sd The Public Trustee and H. H. Enfield were Trustees of Settlement for purposes of Settled Land Act 1925.

SEALED by Public Trustee and signed by said H. H. Enfield and attested.

16th October 1926. ✓

Stamps £15. 17. 0.

*Examined.
WLS
26/10/51*

BY STATY RECEIPT so dated (endorsed on before abstracted Mortgage of 2nd May 1922) said EQUITY AND LAW LIFE ASSURANCE SOCIETY acknowledged to have received sum of £23107. 7. 1. representing the balance remaining owing in respect of the money secured by before abstracted Mortgage dated 2nd May 1922 and before abstracted Further Charge dated 23rd Dec. 1924 respily together with all interest and costs the payment having been made by the said The Public Trustee and H. H. Enfield out of a fund properly applicable to the discharge of the said Mortgage and Further Charge.

DULY SEALED and attested.

20th Jan. 1927. ✓

Stamp 10/-.

*Original Examined
WLS
24/1/51*
Note :- This Deed is abstracted merely to show how the Trustees became entitled to execute the next abstd Discharge.
G. W. & J.

BY DISENTAILING DEED so dated and made between said SIR H. M. SEELY Bart of the one part and CHARLES DOUGLAS MEDLEY of 36 Lincoln's Inn Fields in the County of London of the other part

AFTER RECITING that by virtue of the Will of said Sir C. Seely Bart who died as before abstracted and whose will with three codicils thereto was proved as before abstracted or by virtue of the said Will and before abstracted Disentailing Deed of 17th October 1916 the said Sir H. M. Seely was equitable tenant in tail male in possession of certain property situate in the County of City of Nottingham and in the I. W. and of certain investments and moneys representing capital monies AND RECITING that sd Sir H. M. Seely Bart was desirous of absolutely barring the entail of the said properties investments and capital moneys and all other (if any)

the properties investments and capital monies whereto he was or might be equitably entitled as tenant in tail male or in tail by virtue of said Will and said Disentailing Deed or either of them

IT WAS WITNESSED as follows :-

1. said Sir H. M. Seely Bart thereby conveyed unto said C. D. Medley

ALL AND SINGULAR the lands heredit and property in the County and City of Nottingham and in the I. W. and elsewhere of which said Sir H. M. Seely Bart was then by virtue of said Will and said Disentailing Deed or either of them equitably tenant in tail male or in tail

TO HOLD the same unto the said C. D. Medley in fee simple discharged from all estates or entailed interests in tail male or in tail of said Sir H. M. Seely Bart and from all estates rights interests and powers to take effect after the determination of in defeasance of such estates or entailed interests in trust for the said Sir H. M. Seely Bart in fee simple.

2. Assignment of certain leasehold properties not the subject of this abstract.

EXECUTED by both parties and duly attested.

17th March 1927. ✓

Stamp 10/-.

Original Examined.

W. E. C.
26/10/51

BY DEED OF DISCHARGE so dated and made between said THE PUBLIC TRUSTEE and H. H. ENFIELD (thereinafter called "the Trustees") of the one part and said SIR H. M. SEELY Bart of the other part

AFTER RECITING that abstracting Deed was supplemental to (1) before abstracted Principal Vesting Deed dated 11th Jan 1926 and (2) before abstracted Vesting Assent dated 29th July 1926

AND RECITING that said Sir H. M. Seely Bart had requested Trustees to execute such discharge as was thereafter contained pursuant to Sec. 17 of the S. L. Act 1925

IT WAS WITNESSED and the Trustees thereby declared that they the Trustees were discharged from the trusts created by the trust instrument or trust instruments referred to in the said Principal Vesting Deed so far as regarded the freehold and leasehold properties comprised therein.

DULY SEALED and EXECUTED and attested.

, 26th June 1940. ✓

Stamps £26. 5. 0.

Original Examined.

W. E. C.
26/10/51

BY LEGAL CHARGE so dated and made between said SIR H. M. SEELY Bart (thereinafter called "the Borrower") and then of Brooke House I. W. of the one part and THE AGRICULTURAL MORTGAGE CORPORATION LIMITED whose registered office was at Stone House Bishopsgate London E. C. 2. (thereinafter called "the Corporation") of the other part

AFTER RECITING that Corporation was the Coy contemplated by Sect 1 (1) of the Agricultural Credits Act 1928 for the purpose (inter alia) of making loans on mortgages of agricultural land repayable by equal yearly or half yearly instalments of capital and interest spread over a period not exceeding 60 years or repayable

on such other terms as might be determined by the Corporation and the Borrower

AND RECITING that Borrower was seised of the ppty described in the First Schedule thereto (thereinafter referred to as "the scheduled property") in fee simple in

possession subject however to (1) the respective charges or annual rent charges in favour of The Lands Improvements Company the short particulars of which are set forth

in the Second Part of the said First Schedule thereto so far as the same affect the same property or parts or a part thereof respectively (2) the respective leases and tenancies affecting parts thereof respectively a short reference to each such lease or tenancy being also referred to or mentioned in the said First Schedule thereto (3) The rights and easements affecting parts of the said property respectively mentioned in the Third Part of the said First Schedule thereto but otherwise free from incumbrances

AND RECITING that Borrower had applied to Corporation for an advance of £21,000 on security of Scheduled property repayable by equal half yearly instalments as therein provided and Corporation had resolved to make such advance upon having repayment thereof with interest secured in manner hereinafter appearing

IT WAS WITNESSED in consonance of payment by Corporation to Borrower on or before execution of abovesaid deed of £21,000 (receipt etc) as follows :-

1. Covenant by Borrower with Corporation to repay to Corporation said sum of £21,000 with interest thereon and the expenses of the Corporation incidental to said advance upon the terms of that security in fifty years by means of 1000 half yearly instalments of £525 each as shewn in Second Schedule thereto such instalments to be paid on 26th June and 26th Dec in every year first of such instalments to be made on 26th Dec. 1940. and further that if under provisions hereinafter contained Corporation should become entitled to exercise power of sale thereby conferred upon them then to repay to the Corporation on demand the said sum of £21,000 or so much thereof as should then be unpaid together with interest thereon as from date thereof or date fixed in first column of Second Schedule thereto for the payment of the instalment (if any) last paid by Borrower (whichever date should be the later) at rate of 5 p.c.p.a.
2. Borrower as B. O. thereby charged by way of legal mortgage

THE SCHEDULED property

WITH the payment of all principal money and interest and other money thereby covenanted to be paid in accordance with the covenants by Borrower therein contained

USUAL MORTGAGE COVENANTS AGREEMENTS AND DECLARATIONS including covenants to repair and insure against leasing without consent and attornment clause.

THE FIRST SCHEDULE.

PARTICULARS of the property and of the Conveyance to the Borrower.

ALL THAT the Manor or reputed Manor of Brooke in the I. W. together with the Mansion Houses Farms Farm buildings cottages lands and hereditaments forming or constituting the estate then known as The Brooke Estate and containing 2377 acres or thereabouts (exclusive of foreshore fronting the River Yar at Yarmouth) all which said premises were more fully described in the particulars thereunder and were delineated on the plan annexed thereto and thereon coloured with various colours but so that any lands described in such particulars or delineated on such plan should be included therein whether same should be described in such Particulars and delineated on said plan or should be described or delineated in such Particulars or Plan or one only of them. The said property consists of the following

THE PARTICULARS REFERRED TO.

Name of Holding.	Tenant.	No on Ord. Map.	Description.	Acreage.
------------------	---------	--------------------	--------------	----------

(inter alia)

A piece of land at the
rear of Solent
Yacht Club.

Col. Hayter.

Yearly Tenancy.

THE SECOND PART OF THE FIRST SCHEDULE.

contains particulars of Lands Improvement Company charges not affecting the property the
subject of this abstract.

THE THIRD PART OF THE FIRST SCHEDULE.

Particulars of easements etc.

Not affecting the property the subject of this abstract.

THE SECOND SCHEDULE.

contains repayment tables not necessary to be herein set forth at length.

EXECUTED by Borrower and duly attested.