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Title Number NYK397162

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This Indenture

of Conveyance is
made the ^{Twenty}
day of June One



thousand nine hundred and twenty six ~~Between~~ The Bingley
Morton Shipley and Keighley Permanent Benefit Building
Society (incorporated under the Building Societies Act 1874 (hereinafter
called 'the Society') of the first part **Harry Clarkson** of Crosshills in the
West Riding of the County of York Farmer (hereinafter called 'the Vendor') of
the second part and **Thomas Whitaker Skell** of Highgate Glusburn
in the said West Riding Warfdresser (hereinafter called 'the Purchaser') of
the third part **Witness**.

1. By a mortgage dated the seventeenth day of March One thousand nine
hundred and twenty three and made between the Vendor of the one part
and the Society of the other part the Vendor being then seized wife simple
in possession free from incumbrances of the property hereinafter —
described conveyed that property (with other property) unto the Society
in fee simple by way of mortgage for securing payment to the Society
of the principal sum of Three thousand two hundred and fifty pounds
and the interest subscriptions fines and other moneys therein more
particularly mentioned.

2. By a Further Charge dated the thirty first day of May One thousand
nine hundred and twenty four and made between the Vendor of the one
part and the Society of the other part the Vendor charged the property
comprised in the recited mortgage with the payment to the Society of
the further sum of Seven hundred and fifty pounds as well as the
said sum of Three thousand two hundred and fifty pounds making
the aggregate mortgage debt of Four thousand pounds and with the
Interest subscriptions fines and other moneys therein more —
particularly mentioned.

3. By virtue of the Law of Property Act 1925 first Schedule Part VII the
said property became vested in the Society for a term of Three thousand
years without impeachment of waste and the fee simple therein became
vested in the Vendor subject to the said mortgage term.

4. The Vendor has agreed to sell the property hereinafter described to
the Purchaser for an estate in fee simple in possession free from —
incumbrances at the price of Forty six pounds nine shillings and
the Purchaser has agreed to enter into the covenants hereinafter contained.

5. The principal sum of Three thousand and seventy pounds —
— — — and no more is owing to the Society upon the
security of the recited mortgage and further charge and the Society has
agreed to join in this conveyance in manner hereinafter appearing.

~~Now~~ This Deed witnesseth as follows: —

1. In pursuance of the said agreement and in consideration of the
sum of Forty six pounds nine shillings now paid by the
purchaser by the direction of the Vendor to the Society (the receipt of which
sum the Society hereby acknowledges and the payment whereof the
Vendor hereby acknowledges) the Vendor as beneficial owner hereby —
conveys and the Society as mortgagee and according to its term or
interest in and by the direction of the Vendor hereby surrenders and —
assigns unto the purchaser ~~21st~~ That plot of land, situate near to
Station Road Crosshills in the ancient parish of Kildwick in the West
Riding of the County of York (lately part of a farm known as New
Laithe Farm Crosshills aforesaid) containing in the whole nine —
hundred and twenty nine square yards or thereabouts and —
delineated on and more particularly described by the plan drawn on
these presents and thereon coloured pink and brown and surrounded
with a red boundary line ~~together~~ with rights of way (in common
with the Vendor and all other persons entitled to the like rights or
to whom the Vendor has granted or may hereafter grant similar
rights) over and along the whole of the Road sixteen feet wide and
the Road fifteen feet wide shown on the said plan as and when the
same shall be made and constructed and (so far only as the Vendor
has power to grant the same) the like rights of way over and along
the continuation twelve feet wide of the said Road fifteen feet wide
connecting such Road with Station Road aforesaid And also the
right at all times (in common as aforesaid) to use the main sewers
for the time being laid under the said Roads and (so far only as the
Vendor has power to grant the same) over the said Road twelve feet
wide shown on the said plan Reserving nevertheless unto
the Vendor and his successors in title and all other persons to —
whom he has or may hereafter grant similar rights a full and free
right of way (in common with the purchaser) at all times hereafter
and for all purposes over and along the portions hereby conveyed
of the said Roads And also the right (in common as aforesaid)
to use the main sewers for the time being thereunder And also
the right to enter upon the portions hereby conveyed of the said Roads

for the purpose of executing any of the works which by virtue of these presents he is empowered to execute ~~to~~ hold the same (reserving as aforesaid and subject to the reservations covenants restrictions and other matters contained mentioned or referred to in a Conveyance dated the sixteenth day of March One thousand nine hundred and twenty three and made between Ethel Marie Gorain and Alfred Rawdon Clarkson of the first part the said Alfred Rawdon Clarkson Ewart Ratcliffe and Ethel Marie Gorain of the second part and the Vendor of the third part so far as the same are still subsisting - unperformed and capable of taking effect and affect the property hereby conveyed And subject also to the obligations of the purchase covenants contained in the schedule hereto ~~unto~~ the purchaser in fee simple Discharged from all principal money secured by and all claims under the recited mortgage and further charge or either of them and to the intent as respects the property hereby conveyed that the said mortgage term shall merge.

2. The purchaser hereby covenants with the Vendor (so as to bind the property hereby conveyed) that the purchaser and the persons deriving title under him will henceforth at all times hereafter abide by observe and perform

(a) All the said reservations covenants restrictions and other matters contained mentioned or referred to in the said Conveyance of the sixteenth day of March One thousand nine hundred and twenty three so far as aforesaid and

(b) All and singular the covenants restrictions and stipulations contained in the Schedule hereto.

3. The Vendor hereby covenants with the purchaser and the persons deriving title under him that should the purchaser or any persons deriving title under him be deprived of the use of the Road twelve feet wide shown on the said plan for a period of three months or over then the Vendor and the persons deriving title under him will forthwith provide communication between the Road fifteen feet wide shown on the said plan and a Road near thereto called Rotherdale Road so as to enable the purchaser and the persons deriving title through him to have a means of communication to the property hereby conveyed in addition to the right of way granted to him over and along the Carriage Road sixteen feet wide shown on the said plan.

H. The Society hereby acknowledges the right of the purchaser to —

production of the said conveyance of the sixteenth day of March One thousand nine hundred and twenty three and of the recited — Mortgage and Further Charge and to delivery of copies thereof and the Vendor hereby covenants with the purchaser that so soon as the said documents or any of them shall come into the custody of the Vendor or the persons deriving title under him by reason of the satisfaction of the said mortgage debt or otherwise he or they will at the request and cost of the purchaser or the persons deriving title under him.

(a) Give to him a Statutory Undertaking for their safe custody

(b) That after the said documents or any of them shall have so come into custody as aforesaid and until such Undertaking as aforesaid shall be given the Vendor and the persons deriving title under him shall be subject to the same obligations in all respects as if such Undertaking had been given while the said documents were in his or their possession.

5. And it is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of five hundred pounds. ~~It~~ ^{Witness} whereof the Vendor and purchaser have hereunto set their hands and seals and the Society have hereunto caused their Common Seal to be hereunto affixed the day and year first before written

— The Society hereinbefore referred to —

X1. The purchaser shall forthwith fence off the property hereby conveyed (excluding shedlage) from the adjoining property of the Vendor and Society on the West side thereof such fence to be four feet in height at least and to be a stone wall or paling fence sufficient to turn cattle sheep and lambs.

2. The purchaser shall forthwith set apart so much of the said plot of land as on the said plan is shown and coloured brown to form part of the said new road and thereon shall when required by and to the satisfaction of the Vendor or his Surveyor for the time being at such levels and inclinations and generally in the manner required by the Vendor or his said Surveyor make form level macadamise pave flag kerb and channel the same and thenceforth until the same shall become public highways shall maintain the same to the satisfaction of the Vendor or his said Surveyor.

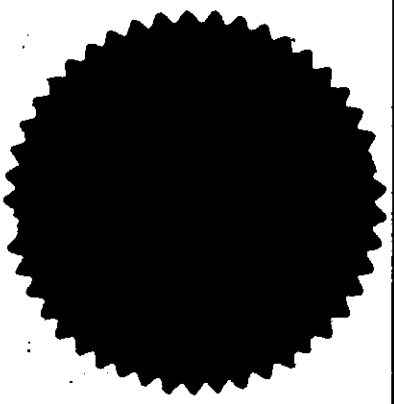
3. Notwithstanding anything contained in the last preceding —

clause the Vendor may himself at such time and in such manner as he may think fit and without requiring or giving any Notice to the Purchaser to do so execute and do or amend such of the works which are by that clause stipulated to be executed by the Purchaser but for the time being have not been actually completed or have not been executed in accordance with that clause and in any such case the costs incurred by the Vendor shall be paid to him by the Purchaser and if not so paid, shall be recoverable as liquidated damages.

4. The Vendor may when and as he may think fit lay down and at all times hereafter maintain cleanse and renew a sewer under the said new roads or either of them and the Purchaser shall pay to him a moiety of the costs of and incidental to the laying cleansing repairing renewing and maintaining so much of the said sewer as is laid under the portions of the said new roads or streets hereby conveyed and in default of such payment as aforesaid the same shall be recoverable as — liquidated damages.

5. All moneys which may become payable by or recoverable from the Purchaser under either of the last two preceding clauses shall be — settled and determined by the Surveyor of the Vendor for the time being (whose decision shall be final) and shall be paid on demand and if not so paid (a) shall bear interest at the rate of five pounds per centum per annum from such demand until payment and (b) be a first charge upon the property and any buildings for the time being thereon in favour of the Vendor and his successors in title in addition and without prejudice to any personal liability of the Purchaser or his successors in title hereunder.

The Common Seal of the Brighley Norton Shipley and Keighley Lemanent Benefit Building Society was hereunto affixed in the presence of


John H. H. H. H. President
Smith Shipley Secretary

Signed sealed and delivered

by the said Harry Clarkson and
Thomas Whitaker Stell in the
presence of

Harry Clarkson

Thomas Whitaker Stell

Egan H. Anderson

Clara L. H. Anderson

Whitaker

Reg. H. H.

205

Registered at the West Riding Registry of
Deeds at Wakefield the First of July 1926
at 10. 0 a.m. in Volume 74 Page 657
Number 205

E. H. Marmington

Registrar

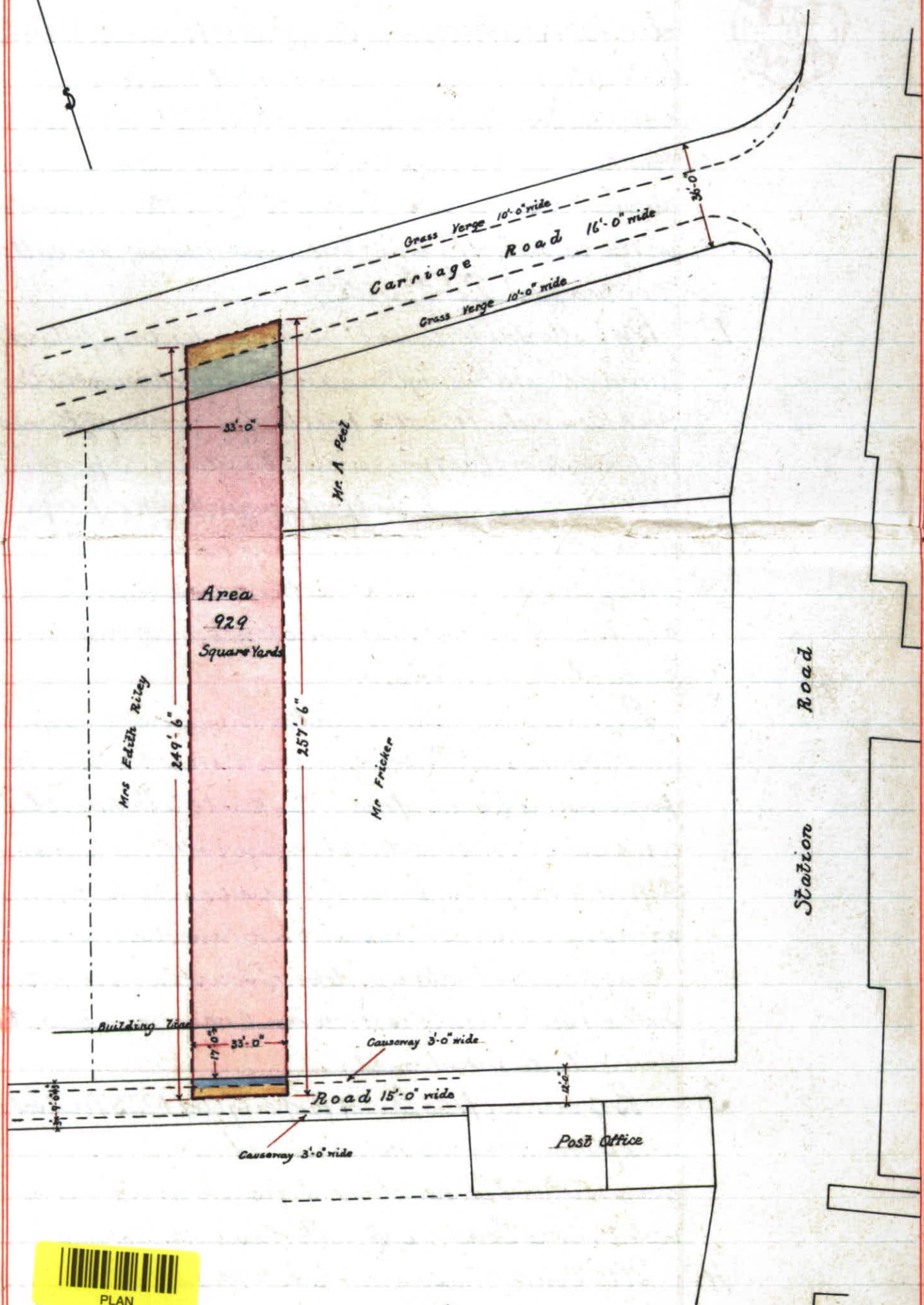
Dated 11th June

Mr Harry Clark

Mr Thomas W. Hall

Conveyance

of a plot of land situate at Crosshills in the
West Riding of the County of York.



Scale $\frac{1}{500}$

{ James Hartley
Arch^t. & Surveyor
SKIPTON. June 1925.