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DATED

10<sup>th</sup> November

1961.

MESSRS. PIUS A. BAINES & SON  
(PRESTON) LIMITED &  
THEIR MORTGAGEES

- to -

MR. & MRS. F. CARRUTHERS

# Conveyance

- of -

A dwellinghouse No. 20 in Well Brow  
Drive in Longridge near Preston in the  
County of Lancaster.

Plot No. 38.

TURNER, SMITH & WADDINGHAM,  
PRESTON.

NBG



THE SOLICITORS  
LAW STATIONERY SOCIETY LTD

# This Conveyance



is made the

Tenth day of November One thousand

nine hundred and Sixty one BETWEEN PIUS A. BAINES & SON (PRESTON) LIMITED whose Registered Office is situate at Paley Road Preston in the County of Lancaster (hereinafter called "the Vendors") of the first part FORWARD TRUST LIMITED whose Registered Office is situate at Donne House 11 Calthorpe Road Edgbaston in the City of Birmingham (hereinafter called "the Trust") of the second part and FRED CARRUTHERS of 20 Well Brow Drive Longridge near Preston aforesaid Driver and AUDREY CARRUTHERS of the same address his wife (hereinafter called "the Purchasers") of the third part \_\_\_\_\_

W H E R E A S :-

(1) The Vendors are seised of the property hereinafter described together with other property in fee simple in possession subject to the Legal Charge next hereinafter recited \_\_\_\_\_

(2) By a Legal Charge (hereinafter called "the Legal Charge") dated the Third day of October One thousand nine hundred and Sixty one and made between the Vendors of the one part and the Trust of the other part the said property was with other property charged by way of

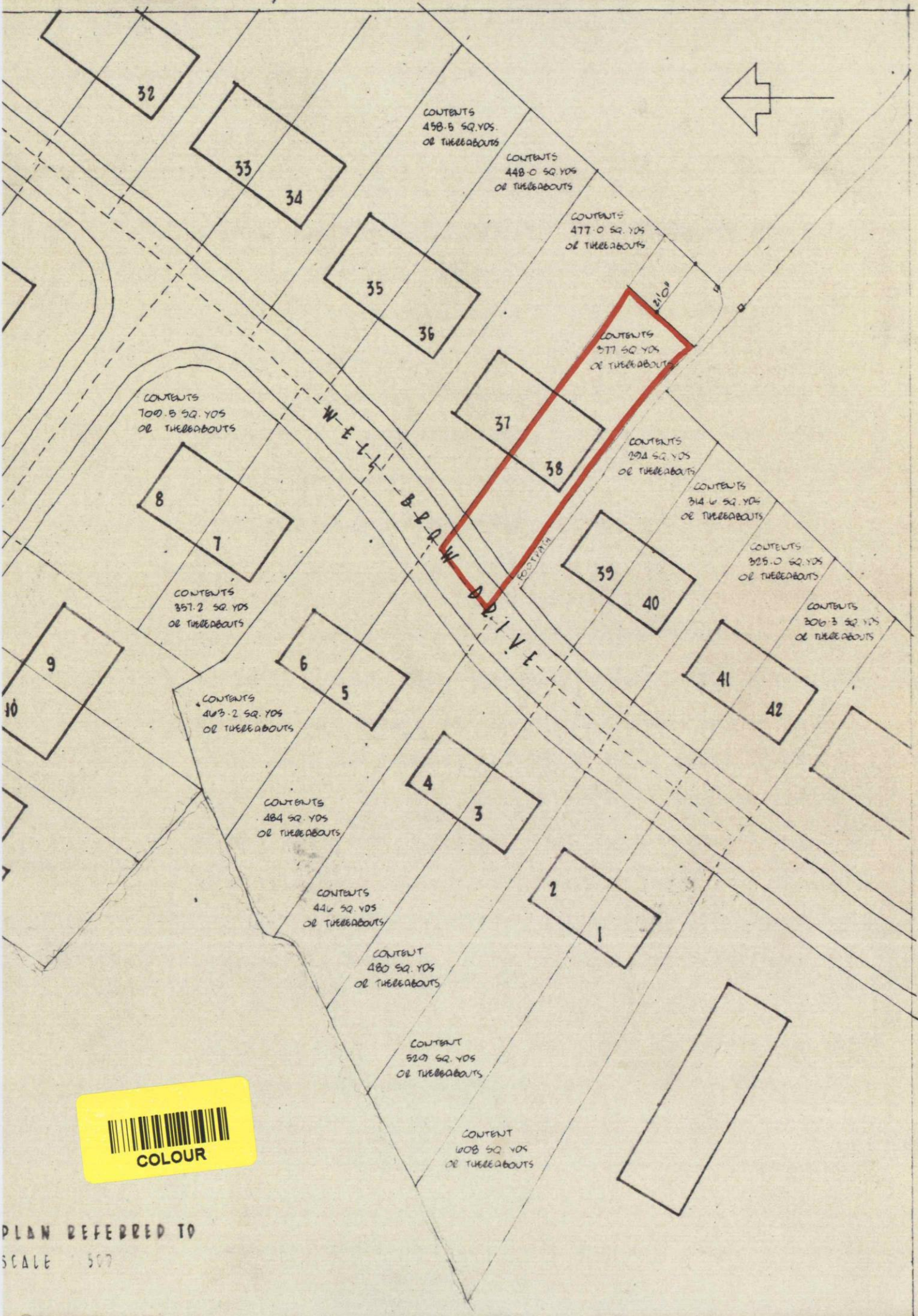
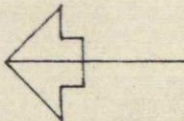
legal mortgage in favour of the Trust to secure all such sums of money as should from time to time become payable thereunder to the Trust by the Vendors \_\_\_\_\_

(3) The Vendors have agreed with the Purchasers for the sale to them of the fee simple in possession of the said property hereinafter described subject as hereinafter mentioned but otherwise free from incumbrances at the price of Two thousand one hundred and twenty five pounds

(4) A considerable sum is due and owing to the Trust on the security of the Legal Charge but the Trust being satisfied that the other property comprised in the Legal Charge is of sufficient value to secure all moneys secured thereby has agreed to join in this Deed in manner hereinafter appearing \_\_\_\_\_

N O W THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Two thousand one hundred and twenty five pounds paid to the Vendors by the Purchasers (out of monies belonging to them on a joint account) with the consent of the Trust (the receipt whereof the Vendors hereby acknowledge) the Vendors as Beneficial Owners hereby convey and the Trust as mortgagee at the request of the Vendors hereby surrender and release unto the Purchasers ALL THAT plot of land situate on the south easterly side of a new road or street called or intended to be called Well Brow Drive in Longridge near Preston



PLAN REFERRED TO  
SCALE 50%

aforesaid containing in the whole Three hundred and seventy seven square yards or thereabouts and being Plot numbered 38 on the Vendors Estate Plan and for the purpose of identification only and not by way of limitation more particularly delineated in the plan hereto annexed and thereon edged red TOGETHER with the messuage or bungalow erected thereon or on some part thereof and numbered 20 Well Brow Drive in Longridge aforesaid TOGETHER ALSO with a right of way for the Purchasers and their successors in title owners of the property hereby conveyed and their tenants servants and agents in common with the Vendors and their successors in title and all other persons entitled to a like right at all times hereafter and for all purposes over and along such portions of the roads or intended roads shown on the Vendors' said Estate Plan and are not hereby conveyed EXCEPT AND RESERVED as is more particularly mentioned in a Conveyance dated the Second day of August One thousand nine hundred and Sixty one and made between William Sanderson and John Sanderson of the one part and the Vendors of the other part and also EXCEPT AND RESERVING unto the Vendors and their successors in title (a) Full and free right and liberty in fee simple for the Vendors and their successors in title the owners of the Vendors' estate at Longridge aforesaid their tenants

and servants and agents in common with the Purchasers and all other persons who have or may have the like right at all times hereafter and for all purposes over and along so much of the roads or intended roads shown on the Vendors' said Estate Plan as are included in the land hereby conveyed \_\_\_\_\_

(b) The right of building into upon under or against any gable ends and boundary walls of the property hereby conveyed or any building thereon without payment therefor and the Purchasers shall not be entitled to any right of light or air which would in any way diminish or interfere with the free and unrestricted user of any adjoining property now or formerly of the Vendors either for building or for any other purpose \_\_\_\_\_

(c) The right and power at any time to alter divert amend or stop up any street road back road passage or line or sewer on their adjoining land or any portion thereof and the Vendors shall not be under any obligation with regard to the user and enjoyment of any street road back road passage or sewer on such adjoining land \_\_\_\_\_

(d) The right for themselves and purchasers from them of building on any land available for building purposes up to the property hereby conveyed and of granting rights of way or road drainage or sewerage in through over or along any portion of their said Estate or in through over or along any of the roads sewers drains and services

to be laid down or constructed by the Vendors TO HOLD the same (except and reserved as aforesaid) unto the Purchasers in fee simple as joint tenants discharged from the Legal Charge and all principal moneys interest and other moneys thereby secured and all claims and demands thereunder but SUBJECT to the covenant on the part of the grantees contained in the said Conveyance of the Second day of August One thousand nine hundred and Sixty one so far as the same relates to or affects the property hereby conveyed and is still subsisting and capable of taking effect AND SUBJECT ALSO to the covenants on the part of the Purchasers hereinafter contained \_\_\_\_\_

2. THE purchasers hereby declare as follows:-

(a) The Purchasers shall hold the said property Upon Trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits until sale In Trust for themselves as joint tenants beneficially \_\_\_\_\_

(b) Until the expiration of Twenty one years from the death of the survivor of the Purchasers the trustees for the time being of this Deed shall have power to sell mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner \_\_\_\_\_



3. THE Purchasers (to the intent and so as to bind so far as practicable the property hereby conveyed into whosoever hands the same may come and to benefit and protect the adjoining or neighbouring property of the Vendors or any part thereof and so that this covenant shall be enforceable by the Vendors and their successors in title the owners for the time being of the said adjoining or neighbouring land) hereby jointly and severally covenant with the Vendors that they the Purchasers and the persons deriving title under them will not at any time hereafter use or permit to be used the property hereby conveyed or any part thereof or any building for the time being erected thereon or on any part thereof for any purpose other than as a private messuage or dwelling-house and will not use or permit the same to be used for the purpose of dog-breeding or for the keeping of pigs poultry or pigeons \_\_\_\_\_

4. THE Purchasers (with the object and intent of affording to the Vendors a full and sufficient indemnity but not further or otherwise) hereby jointly and severally covenant with the Vendors that they the Purchasers and the persons deriving title under them will at all times hereafter duly observe and perform the said covenant on the part of the grantees contained in the said Conveyance of the Second day of August One thousand nine hundred and Sixty one so far as the same relate to or affect the

property hereby conveyed and is still subsisting and capable of taking effect and will indemnify and keep indemnified the vendors and their successors in title from and against all claims demands and liability for or in respect of any future breach non-performance or non-observance of the said covenant so far as aforesaid

5. THE vendors hereby covenant with the Purchasers that they the Vendors will as soon as conveniently may be make up and complete so much of the said intended road and footpath aforesaid as is hereby conveyed to the specification of the appropriate Local Authority and until the same shall be adopted as a public road or street will maintain and repair the same in accordance with such specification \_\_\_\_\_

6. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) The property hereby conveyed and also the remainder of the Vendors' said Estate shall have the right to and be subject to the burden of user of all existing drains sewers pipes and cables in or under the property hereby conveyed or in or under the remainder of the vendors' adjoining land for the benefit of existing or future buildings on such land or on the remainder of the vendors said Estate subject to the liability of each person making use of any such drain sewer pipe or cable to contribute his or her rateable proportion of the expense of the repair renewal or reconstruction or enlargement .

whenever necessary from the point of his inlet to the  
outfall \_\_\_\_\_

(b) All walls and fences dividing the property hereby conveyed from the adjoining property now or formerly of the Vendors shall be party walls and fences and shall be used maintained and repaired as such and except as herein expressly mentioned as between such property and the adjoining property now or formerly of the Vendors all rights of way light air flow of water drainage and other easements or quasi easements shall remain as they have hitherto existed under one ownership \_\_\_\_\_

7. THE Trust hereby acknowledges the right of the Purchasers to production of the deeds and documents specified in the Schedule hereto and to delivery of copies thereof \_\_\_\_\_

8. THE Vendors as to the before mentioned deeds and documents hereby covenant with the Purchasers that as and when any of the said deeds and documents shall come into the possession of the Vendors or their successors in title they will when requested and at the cost of the Purchasers and their successors in title execute a statutory acknowledgment for production and undertaking for the safe custody of such deeds and documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said deeds and documents will keep them safe whole

uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident \_\_\_\_\_

9. 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 Three thousand five hundred pounds

IN WITNESS whereof the Vendors and the Trust have caused their Common Seal to be hereunto affixed and the Purchasers have hereunto set their hands and seals the day and year first before written \_\_\_\_\_

THE SCHEDULE before referred to

28th April 1961

STATUTORY DECLARATION of this date by the said William Sanderson \_\_\_\_\_

2nd August 1961

THE said Conveyance of this date

3rd October 1961

THE LEGAL CHARGE

THE COMMON SEAL of PIUS A. BAINES & SON (PRESTON) LIMITED was hereunto affixed in the presence of:-

*P. A. Baines*

*P. A. Baines* Directors

*P. A. Baines* Secretary

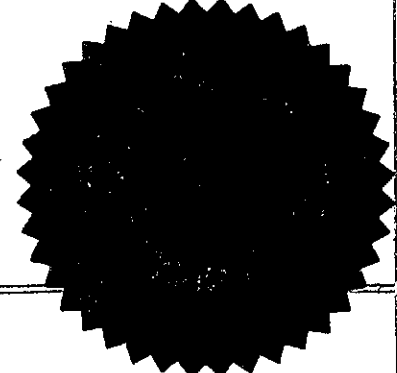
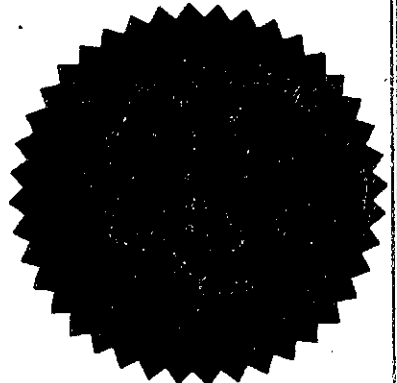
THE COMMON SEAL of FORWARD TRUST LIMITED was hereunto affixed in the presence of:-

*A. V. Sudd*

DIRECTOR

*[Signature]*

SECRETARY



SIGNED SEALED AND DELIVERED by  
the said Fred Carruthers and  
Audrey Carruthers in the  
presence of:-

*F Carruthers*  
*A Carruthers*

*G Woodington*  
*Solicitor Articled Clerk*  
*with James Smith & Woodington*  
*Preston*

