



*Buildings
and Lands
Brokenborough*

Dated 12 January 1889

Mr Sml Andrews

---- to ----

Mr John Miller



Mortgage

*by Way of Further Charge of
freehold Hereditaments Premises in the
Parish of Brokenborough in the County
of Wilts to secure a further present
advance of £50 & interest at £4 per
cent per annum future advances not
exceeding the further sum of £50 & interest*

Parties to document :-	Samuel Andrews of Malmesbury, Blacksmith John Miller of Malmesbury, Grocer
Other names mentioned :-	Hays and Son Edwin Ratcliffe Edward Miles
Property mentioned in this document :-	two freehold Mefsauges (formerly in one) Workshops Garden Ground and Hereditaments situate in the Parishes of Brokenborough and Westport

Twelfth day of January One Thousand Eight Hundred and Eighty Nine **Between Samuel Andrews** of Malmesbury in the County of Wilts Blacksmith hereinafter called the Mortgagor of the one part and **John Miller** of the same place Grocer hereinafter called the Mortgagee of the other part and **Supplemental** to an indenture of Mortgage dated the [space] day of June One Thousand Eight Hundred and Eighty and Eighty Nine and made between the same parties for securing the principle sum of Two Hundred Pounds and Interest at Four Pounds per centum per annum on the property therein mentioned comprising two freehold Mefsauges (formerly in one) Workshops Garden Ground and Hereditaments situate in the Parishes of Brokenborough and Westport or one of them then in the occupations of the Mortgagor and Hays and Son and bounded on various sides by properties of Edwin Ratcliffe Edward Miles by the lane leading from Gloucester Street to the Horsefair and by Gloucester Street aforesaid Witnesseth that in consideration of the further sum of Fifty Pounds now paid by the Mortgagee to the Mortgagor of which sum the Mortgagor hereby acknowledges the receipt And also in consideration of any further sum or sums of money whivh the Mortgagee may hereafter advance to the not exceeding the further sum of Fifty Pounds (and which sum is to be advanced at such times and in such manner as the Mortgagee may in his own absolute discretion deem expedient) The Mortgagor covenants with the Mortgagee that he the Mortgagor his heirs executors administrators or afsigns will pay to the Mortgagee or the persons claiming under him

the sum of Fifty Pounds on the Twelfth day of July next and every further or other sum which shall during the continuance of this Security be advanced or paid by the Mortgagee or the persons claiming under him to or on account of the Mortgagor his peers executors administrators or assigns on the Twelfth day of July or the Twelfth day of January first occurring after the advance or payment thereof and will pay Interest at the rate of Four Pounds per cent per annum on all principal money for the time being hereby secured by equal half yearly payments on the Twelfth day of July and the twelfth day of January in every year And further that all the property comprised in the before mentioned Indenture shall stand charged with the payment to the Mortgagee his executors administrators or assigns of the sum of Fifty Pounds now advanced and the Interest thereon hereinbefore covenanted to be paid and also with all further moneys which may hereafter be advanced with Interest at the rate aforesaid as Well as the sum of Two Hundred Pounds and Interest secured by the same Indenture and that any money hereby covenanted to be paid may be recovered by any means under the before mentioned Indenture or any power thereby conferred notwithstanding the day hereinbefore appointed for payment of the same may not have arrived **Also This Indenture** also Witneseth that for the considerations before mentioned The Mortgagor hereby after as tenant from year to year to the Mortgagee and the persons claiming under him such part of the Hereditaments as are in the possession of the Mortgagor at a rent equal in amount to the Interest for the time being owing on the Security of these presents and the hereinbefore mentioned Mortgage to be paid by equal half yearly payments on the Twelfth day of July and the Twelfth day of January commencing on the Twelfth day of July next **Provided** that the Mortgagee and the persons claiming under him may at any time without previous notice enter on any part of such premises in the name of the Whole and determine the tenancy hereby created and further that nothing herein contained shall give to the Mortgagee any power of distress or constitute him a Mortgagee in possession for any other purpose than the making of the above determinable demise or subject him to any liability to account or other liability incident to the position of Mortgagees in possession **In Witness** 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 above
named Samuel Andrews in the presence of
W.F. Clark
Solr.
Malmesbury

Samuel Andrews

Received the day and year first above written of and from the before named
John Miller the sum of Fifty Pounds being the Consideration money expressed
to be paid by him to me on that day £50

Witness : W.F. Clark

Samuel Andrews

Received this sixteenth day of May One Thousand Eight Hundred and Eighty
nine the further sum Fifty Pounds being the balance of moneys expressed to
be paid by the said John Miller to me by virtue of the forgoing Indenture £50

Witness : W.F. Clark

Samuel Andrews