

Mortgage from John Oram  
to  
John Giles  
dated September 1734



*Transcribed from the original Indenture held by WSHC*

Original reference: 471 / 3

Parties to Deeds		Relationship	Other Information
Given Name	Surname		
John	Oram		Of Worton in Parish of Potterne
John	Giles		Of Littleton in Parish of West Lavington

This Indenture made the Twenty Mineth ~// ~// ~// Day of of September in the Eighth year of the Reign of our Sovereign Lord George the Second by his Grace of God of Great Britaine France and Ireland King Defender of of the ffaith and and so fforth and in the year of our Lord one thousand Seven hundred thirty and four Between **John Oram** of Worton in the Parish of Potterne in the County of Wilts Shoemaker (Son of John Oram late of Worton aforesaid Cordwainer deceased of the one part and **John Giles** of Littleton Parish of West Lavington in the said County of Wilts Collersmaker of the other past Witness that for and in Consideration of the Summe of ffifty and ffive pounds ~// ~// ~// of lawfull money of Great Britain to the said **John Oram** in hand nett and fuly paid by the said **John Giles** at or before the Sealing and Delivery piece of the receipt whereof the said John Oram doth hereby acknowledge and thereof and of every part and parcell thereof release discharge the said **John Giles** his Executor Administrators and Assigns by these present and for owers other good causes and Consideration sum the said **John Oram** Pass unto especially moveing He the said **John Oram** Hath granted bargained Sold assigned transferred and Sett over and by these presents Doth grant Bargaine Sell Assigne Transfer and Sett over onto the said **John Giles** All that Messaues or Tenements called or knowne by the name or Signe of the Rose and Crown with the Barne Stables Outhouse Garden and Outhouses with the Shareunto belonging now in the possession or occupation of the said **John Oram** and heretofore divided into three Severall Tenements all which said premises are situate lying and ading in Worton aforesaid in the Parish of Potterne aforesaid together with all ways paths passages Easements profits Comodiys and appurtences to the same Messaue or Tenement and Premises belonging or in anywise appertaining To Have And To Hold the aforesaid premises with the appurtences hereby demissed or So hereby intended and every Part and Parcell thereof with their and every of their appurtences onto the said **John Giles** his Executors Administrators and Assigns from hereto forth for and dureing the remainder of the terme of ffive thousand Years now yet to come and unexpired in as full large ample and beneficiall Manner for all intents and purposes whatsoever as he the said **John Oram** his Extors Administrator and Assignes may can might could should and of eight ought to have hold and enjoy the same Provided always and upon the condition nevertheless that if the said **John Oram** his Extors Administrator or Assigns shall and will well and truly pay or cause to be paid unto the said **John Giles** his Extors Administrators and Assigns the full Summe of ffifty Six pounds Seven Shillings and Sixpence of lawfull Money of Great Britaine on the Thirtieth ~// ~// ~// Day of March ~// ~// ~// now bearing the date thereof without any Month of // // // // deduction defalcation or abatement thereof whatsoever that then these presents and every thing therein contained shall [?ceare] determine and be utterly void to all intents and purposes whatsoever as if these presents had never been any thing therein confirmed to the contrary thereof in any wise notwithstanding And the said **John Oram** for himselfe his Heires Executors Administrators and Assigns doth Covenant promise and grant to and with the said **John Giles** his Extors Administrators and Assignes by these presents that he the said **John Oram** his heires Executors Administrator and Assignes Shall and will well and duly pay or raise to be paid unto the said **John Giles** his Extors Administrators or Assignes the said Summe of ffifty pounds Seven Shillings and Six pence ~// on the day and [?] therein before limited and appointed for payment thereof avoiding to the true intent and meaneing of the above written provisoe of the presents without any Manner of deduction defalcation or abatement thereout whatsoever And that he the said **John Giles** his Extors Admtrs and Assignes from and after breath made of the above written provisoe Shall and may for and dureing all the rest residue and remainder of this terme of ffive thousand Years then to come and unexpired peaceably and quietly have hold and enjoy the aforesaid premisses with the appurtences thereby Assigned or So thereby intended and every part and parcell thereof with their and every of their appurtences without the lett Suit trouble deniale eviction or interruption of him the said **John Oram** his Extors Admtrs or Assignes or of any other person or persons whatsoever And that he the said **John Oram** the Extor Administrators or Assignes and all other person or persons lawfully claimeing or to claime the premisses or any part thereof Shall and will after breath [ink blot over word] of the above written provisoe at any time or times dureing the Span of Seven Years theme next ensueing at the costs and Charges in the Law of the said **John Oram** his Executors Administrators or Assignes make doe Seal and execute all and every Such [?] farther and other lawfull and reasonable a[?]t and a[??] thing and things Devise and Devises Assurance and Assurances in the Law whatsoever for the farther and [? better] Assuring Suremakeing and confirming of all and Singular the premisses and of every part and parcell thereof with their and every of their appurtences unto the said **John Giles** his Executor Administrators and Assignes for and dureing all the rest residue and remainder of the said terme of ffive thousand years then to come and unexpired according to the true intent and meaning of these presents as by the ce?ell [?tearned] in the Law of the said **John Giles** his Executors Administrators and Assignes Shall be reasonably advised Devised and required in that behalfe Lastly it is agreed by and

between all the partysto these presents that until breath shall be made of the above written proviso it shall and may be lawfull to and for the said **John Oram** his Executors Administrators and Assignes peaceably and quietly to have hold use occupy possess and enjoy the said premises hereby assigned and every part and part and parcell thereof with their and every of their appurtences as [?] the sett suite trouble deniale eviction or interruption of him the said **John Giles** his Executors Administrators or Assignes or of any other person or persons wtatsoever lawfully claimeing or to claime the premises or any part thereof by from or under him or them any or either of them In Witness whereof the parts ffirst above named to share presents Jules changeably have Sett their hands and Seales the day and year therein ffirst above written

## Notes

The transfer of Messauges or Tenements of The Rose and Crown from John Oram to John Giles

The queries are shown within square brackets [??] has been added by the transcriber

This Will was found amongst a batch of Deed papers reference 471