



Buildings and Lands Yatton Keynall 1743

Dated 18 October 1743

Mr John Wild
 ---- to ----
Mr Robert Bailey

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Additional mortgage, no. 2

<p style="color: #800080; margin: 0;">Names mentioned in the document :-</p>	<p style="margin: 0;">John Wild, Gentleman of West Yatton Robert Bailey/Baily, Fuller of Quemerford</p>	<p style="margin: 0;"><i>James Beard</i> <i>Samuel Read</i></p>
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Property mentioned in the document :-

- *Close of Meadow or Pasture Ground called Stonage.*
- *Close of Meadow or pasture Ground called Drew Leaze.*
- *Four Closes of Meadow or pasture Ground, three whereof were sometime enclosed out of a field called Broom field and the other called Small field.*
- *Close of Meadow ground called the Home Mead.*
- *Close of arable or pasture ground called Way Leaze.*
- *Close of arable or pasture ground sometime in the occupation of one Samuel Read.*
- *Close of arable or pasture ground commonly called the Vill Ground*
- *All which said premises are situate lying and being in West Yatton, Yatton Keynell, Castle Combe and Slaughterford or some or one of them.*

This Indenture made the twentyeth day of April in the sixteenth year of our Sovereign Lord George the Second by the year of God of great Britain France and Ireland and King Defender of the faith and soforth and in the year year of our Lord one thousand seven hundred forty three **Between** John Wild of West Yatton in the parish of Yatton Keynall in the county of Wilts Gentleman of the first part and Robert Bailey of Quemerford in the parish of Calne in the County aforesaid ffuller of the other part **Whereas** by Indenture of mortgage bearing date the eighteenth day of October last past before the date hereof made or mentioned to be made between the said John Wild of the one part and the said Robert Bailey of the other part lethe said John Wild in consideration of the sume of Two hundred and fifty pounds of lawfull money of great Britain to him paid by the said Robert Bailey did demise grant bargain and sell unto the said Robert Bailey is Executors Administrators and Assigns All that Messuage or Tenement Garden and Orchard with the Appurtenances then in the possession of James Beard and also all that Close of Meadow or Pasture Ground called Stonage containing by estimation three acres be it ~ ~ (more or less) and also all that Close or Meadow of pasture Ground called Drew Leaze containing by estimation eight acres (be it more or less) and also all those four Closes of Meadow or pasture Ground containing by estimation forty acres (be they more or less) three whereof were sometime inclosed out of a ffeild called Broom ffeild and the other called Small ffeild and also all that Close of Meadow ground called the Home Mead containing by estimation three acres (be it more or less) and also all that Close of arable or pasture ground called Way Leaze containing by estimation three acres (be it more or less) and also all that Close of arable or pasture ground containing by estimation two acres (be it more or less) sometime in the occupation of one Samuel Read and also all that Close of arable or pasture ground commonly called the Vill ground and containing by estimation eight acres (be it more or less) All which said premises are situate lying and being in West Yatton Yatton Keynell Castle Combe and Slaughterford or some or one of them in the said County of Wilts and them were and now are in the tenure occupation or possession of the said John Wild his tenant or tenants and all Ways Waters Watercourses Paths Passages Casements Profitts Comons Comons of pasture Advantages Emolments Hereditaments and Appurtenances whatsoever toffie said premises or any part or parcell thereof belonging or in any wise appertaining and the Reversion and Reversions Remainder and Remainders yearly and other Rents Issues and Services thereof and of every part and parcell thereof and all Deeds Expences and Writeings touching or concerning the said premises or any part thereof then in the handes custody or power of the said John Wild or of any person or persons for his use **To be has and holden** unto the said Robert Bailey his Executors Advisers and Assigns from thenceforth for by and during and unto the full end and term of ffive hundred years from thence nexte issuing and following fully to be cempleat and ended **Att** and under the yearly Rent of a peppercorn Subject nevertheless to a provisoe or condition the said Indenture of Mortgage contained for the same to be void if he the said John Wild his Heirs Executors or Administrators did and should well and timely pay or raise to be paid unto the said Robert Baily his Executors Administrators or Assigns the full sume of Two hundred and fifty five pounds twelve shillings and six pence of lawfull money of great Britain at the day and time in the said revised mentioned and appointed for the payment thereof and since pasths in and by the said Indenture of Mortgage relation thereto being had may morefully **And whereas** the said John Wild did not pay to the said Robert Baily the said sume Two hundred and fifty five pounds twelve shillings and six pence according to the true intent and meaning of the said provisoe but hath And say paid off and discharged all the Interest due and owing to the said Robert Baily so that there remains due to him only the said principall sume of Two hundred and fifty five pounds **And whereas** the said John Wild having occasion of more money hath borrowed and taken up at Interest of the said Robert Baily the further sume of one hundred pounds **Now this Indenture Witnesseth** that for the better secureing the repayment of the said sume of one hundred pounds and Interest lethe and John Wild doth for himself his Heirs and Assigns covenant and agree to and with the said Robert Baily his Executors Administrators and Assigns by these presents that the said premises and every part and parcell thereof shall be charged and chargeable as well with the payment of the said principall sume of one hundred pounds as also with the said other principall sume of two hundred and fifty pounds amounting in the whole to the sume of three hundred and fifty pounds together with the growing interest thereof and that the said premises or any part or parcell thereof shall not be redeemed or redeemable by the said John Wild his Heirs or Assigns until both the said principall sumes and all Interest for the same shall be fully satisfied and paid to the said Robert Bailey his Executors Administrators or Assigns **Provided** always and upon

Condition nevertheless that if the John Wild his Heirs Executors Administrators or Assigns do could shall well and truly pay or cause to be paid unto the said Robert Bailey his Exors. Admors. or Assigns the full sume of Three hundred and fifty seven pounds seventten shillings and six pence of lawfull money of great Britain aforupon the twenty first day of October next ensueing the date hereof without any deduction defalcation or abatement whatsoever to be made thereout for or by reason nor means of any Rates Taxes payments or Impositions whatsoever ordinary or extraordinary said or imposed or to be laid or imposed upon the said premisses or any part thereof or or upon the said sume of Three Hundred and fifty seven pounds seventeen shillings and six pence or any part thereof or upon the said Robert Baily his Executors Administrators or Assigns for or in respect thereof by any Act or Acts of parliament made or to be made or otherwise howsoever That then and from thenceforth this Indenture and every covenant Article Claims and thing therein contained shall cease end and determine and be utterly void anything hereinbefore contained to the contrary thereof in any wise notwithstanding **And** the said John Wild for himself his Heirs Executors and Admors. Doth covance promise and agree to and with the said Robert Baily his Exors. Assigns by these presents that he the said John Wild his Heirs Exors. Admors. Assigns shall and will well and truly pay or raise to be paid unto the said Robert Baily his Exors. Admors. or Assigns the said sume of Three hundred and fifty seven pounds seventeen shillings and six pence and every part thereof at the Day and time in the said provisoe mentioned and appointed for the payment thereof without any deduction or abatement whatsoever to be made thereontos aforesaid **And Also** (in case Default shall happen to be ...oe in payment of the said sume of Three hundred and fifty seven pounds seventeen shillings and six pence or any part thereof at the Day and time therein the provisoe herein contained mentioned and appointed for the payment thereof) That then and in such case it shall and may be lawfull to and for the said Robert Baily his Exors. Admors. and Assigns peareable and quietly to enter into have hold use occupy possess and enjoy the said Messuage or Tenement Closes Lands and premises and every part and parcell thereof with the Appurtenances from thenceforth for and during all the Rest Residue and Remainder of the said recited term of ffive hundred years that shall be thereof and and therein then to come and unexpired without the lawfull Lett Swift Trouble [page crease] or deny all him the said John Wild his heirs or assigns or any other person or persons whatsoever lawfully Claymeing or to Clayme from by or under him or them respectively **And** that ffree and clear of and from all Tucmn Srauces whatsoever **And Haths** (In Case default shall happen to be made in payment of the said sume of Three hyndred and fifty pounds seventeen shillings and six pence or any part thereof in brach of the said provisoe) That then he the said John Wild his Heirs and Assigns and all and every other person or persons whatsoever having or or Maymeing and that shall or may have or Clayme any lawfull or equitable Estate Right Title or Interest out of in or to the said Messuage or Tenement Closes Land and premises or any part or parcell thereof from by or under or in Trust for the said John Wild shall and will at any time or times from and after such default upon the reasonable Request and at the proper Costs and Charges in the law of the said Robert Bailey his Exors. Admors. or Assigns make do levy execute and suffer or cause and prorize to be made done levyed executed and suffered all and every such ffurther and other lawfull and resonable Act and Acts Thing and Things Levied and Devices Conveyances and assurances in the Law whatsoever for the further better more perfect and absolute Granting Conveying and Assureing of all and Singular the said premises with the Appurtenances unto the said Robert Bailey his Executors Admors. and Assigns for and during all the Left Resiidue Remainder of the said recited Term of ffive hundred years that shall be thereof and therein then to come and unexpired as by the said Robert Bailey his Exors. Admors. or Assigns or by or with his or their Councel Warned as the Law shall be reasonably advised or devised and required in that behalf **In Witness** whereof the party's first above named to these present Indentures Interchangeably have sett their Hands and Seals the day and year first above written.

John Wild

20 April 1743

Mr Wild's Additional Mortgage to Mr Robert Baily

No. 2