

THIS CONVEYANCE is made the Twenty ninth day of August One thousand nine hundred and sixty four BETWEEN TOM HARRY COOKE of Springhill House Higher Cloughfold in the County of Lancaster Journalist and JEAN MARGARET COOKE of the same address his wife (hereinafter called "the Vendors") of the first part THE MAYOR AND BURGESSES OF THE BOROUGH OF RAWTENSTALL in the said County (hereinafter called "the Corporation") of the second part and HUBERT TAYLOR of The Gate House Higher Cloughfold aforesaid Company Director and ADA TAYLOR of the same address his wife (hereinafter called "the Purchasers") of the third part

WHEREAS

1. The Vendors are seised of (inter alia) the property hereinafter described and intended to be hereby conveyed in fee simple in possession subject to the Mortgage hereinafter recited and subject as hereinafter mentioned but otherwise free from incumbrances
2. By a Mortgage (hereinafter called "the Mortgage") dated the Twenty fifth day of October One thousand nine hundred and sixty two and made between the Vendors of the one part and the Corporation of the other part the said property together with other property was demised to the Corporation for a term of Three thousand years from the date thereof by way of mortgage for securing the principal sum of Two thousand seven hundred pounds and interest therein mentioned
3. The principal sum of Two thousand five hundred and seventy pounds four shillings and two pence remains owing on the security of the Mortgage but all interest thereon to the date hereof has been paid
4. The Vendors have agreed with the Purchasers for the sale to them of the said property at the price of Five pounds and it has been agreed that the same shall be vested in the Purchasers as joint tenants in manner hereinafter appearing
5. The Corporation being satisfied that the other property comprised in the Mortgage is a sufficient security for all moneys thereby secured has agreed to join herein in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:

1. IN pursuance of the said agreement and in consideration of the sum of Five pounds paid to the Vendors by the Purchasers with the consent of the corporation (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey and the Corporation as mortgagee hereby surrenders and releases unto the Purchasers ALL THAT plot of land (being part of the property first described in a Conveyance dated the Twenty fifth day of October One thousand nine hundred and sixty two and made between the Purchasers of the one part and the Vendors of the other part) with the messuage or dwellinghouse erected thereon or on some part thereof and known as The Gate House Higher Cloughfold aforesaid and which said plot of land is for the purpose of identification only more particularly delineated and described in the plan annexed hereto and thereon edged red TOGETHER with the right for the Purchasers and their successors in title owners or occupiers for the time being of the property hereby conveyed and his and their undertenants and servants in common with all other persons for the time being having the like right at all times and for all purposes with or without horses carts or other vehicles

mechanically propelled or otherwise to pass and repass over and along such part of the road coloured yellow on the said plan subject to the payment of a proportionate part of the expense of keeping such roadway in repair TO HOLD the same unto the Purchasers as joint tenants in fee simple SUBJECT to all existing rights easements liberties and obligations relating to way light and drainage repair or maintenance now affecting the same AND SUBJECT to the rights of the Lords of the Manor of Accrington New Hold in or to mines and minerals and other rights (if any) preserved by the Law of Property Act 1922 DISCHARGED from the Mortgage and all principal moneys and interest thereby secured and all claims and demands thereunder and to the intent that the term subsisting under the Mortgage shall as respects the premises hereby conveyed merge and be extinguished in the fee simple thereof

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 thereof until sale upon trust for themselves as joint tenants

(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

(c) No severance of the joint tenancy hereby created shall be effected unless a memorandum thereof has been endorsed hereon and no purchaser or mortgagee shall be concerned to inquire further and no equitable or other right arising in consequence of severance or purported severance shall be enforceable against a purchaser or mortgagee who acquires title prior to such endorsement

3. THE Corporation hereby acknowledged the right of the Purchasers to production of the documents specified in the Schedule hereto and to delivery of copies thereof

4. THE Vendors as to the before mentioned documents covenant with the Purchasers that as and when any of the said documents shall come into the possession of the Vendors or their successors in title he or they will when requested and at the cost of the Purchasers or their successors in title execute a statutory acknowledgement for production and undertaking for the safe custody of such documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents will keep them safe whole uncancelled and undefaced unless prevented from doing so by fire or other inevitable accident

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds.

IN WITNESS whereof the Vendors and Purchasers hereunto set their hands and seals and the Corporation has caused its Common Seal to be hereunto affixed the day and year first before written

THE SHEDULE before referred to

25th August 1937

CONVEYANCE of this date made between Edmund Leach Compston of the one part and Doris Hartley of the other part

12 April 1948

CONVEYANCE of this date made between Doris Hartley of the one part and the Purchasers of the other part

5th August 1948

LEGAL CHARGE of this date made between the Purchasers of the one part and Hilda Haworth of the other part (with vacating receipt endorsed dated 24th October 1960)

2nd December 1960

LEGAL CHARGE of this date made between Hubert Taylor of the first part the Purchasers of the second part and Barclays Bank Limited of the third part (with vacating receipt endorsed dated 2nd April 1962)

6 April 1962

MORTGAGE of this date made between the Purchasers of the one part and The Halifax Building Society of the other part (with vacating receipt endorsed dated 24th October 1962)

25th October 1962

The said CONVEYANCE of this date

25th October 1962

The said MORTGAGE of this date