

DATED 10th January 1972

MR HERBERT CUNLIFFE AND MRS ADA CUNLIFFE

To

MR JEFFREY VARNOM AND MRS CATHERINE VARNOM

CONVEYANCE

Of a plot of land and the dwellinghouse erected thereon known as number 3 Springhill Cottages Cloughfold Rawtenstall.

This Conveyance is made the Tenth day of January One thousand nine hundred and seventy two BETWEEN HERBERT CUNLIFFE of 3 Springhill Cottages Cloughfold Rossendale in the County of Lancaster and ADA CUNLIFFE his wife (hereinafter called 'the Vendors') of the one part and JEFFREY VARNOM of Polefield Cottage Cloughfold aforesaid and CATHERINE VARNOM his wife (hereinafter called 'the Purchasers') of the other part WHEREAS:-

(1) BY a Conveyance dated the Fourteenth day of May One thousand nine hundred and sixty nine and made between the said Herbert Cunliffe of the one part and the Vendors of the other part this property hereinafter described and intended to be hereby conveyed was conveyed unto the Vendors as joint tenants in fee simple subject as therein and hereinafter more particularly mentioned

(2) The Vendors have agreed with the Purchasers for the sale to them of the said property for an estate in fee simple subject as hereinafter mentioned but otherwise free from incumbrances at the price of One thousand seven hundred pounds

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED POUNDS paid to the Vendors from the Purchasers out of moneys belonging to them on a joint account (the receipt of which sum the Vendors hereby acknowledge) THE Vendors as beneficial owners hereby convey unto the Purchasers ALL THAT messuage or dwellinghouse known as number 3 Springhill cottages Cloughfold aforesaid more particularly delineated and described in the plan endorsed on a Conveyance (hereinafter called the Conveyance) dated the Twelfth day of April one thousand nine hundred and forty four and made between John Hart of the one part and the said Herbert Cunliffe of the other part and thereon edged green AND ALSO ALL THAT fuel store situate on the opposite side of the roadway to the said dwellinghouse EXCEPT AND RESERVING the cellar under a portion of the said dwellinghouse hatched blue on the said plan AND TOGETHER WITH the rights more particularly mentioned in the Conveyance TO HOLD the same unto the Purchasers as joint

tenants in fee simple SUBJECT to but with the benefit of the agreements and declarations contained in the Conveyance

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 same 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 otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

3. 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 Five thousand five hundred pounds

INWITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

H Cunliffe
A Cunliffe
Jeffrey Varnom
Catherine Varnom