



by equal half yearly payments on the thirteenth day of September and the thirteenth day of March - the first half yearly payment thereof to be made on the twenty fifth day of March One thousand eight hundred and sixty seven **Provided always** that it shall be lawful for the said Arthur Henry Hansey his heirs or assigns at any time without giving previous notice of his intention so to do to enter upon and take possession of the said plot of Ground Message and appurtenances whereof the said Richard Bassett hath attested Tenant as aforesaid or any part thereof and to determine the tenancy created by the aforesaid attornment **And the said** Richard Bassett doth hereby for himself his heirs executors and administrators covenant with the said Arthur Henry Hansey his heirs and assigns that in the said Richard Bassett now hath good right and full power to grant all and singular the premises hereinbefore expressed to be hereby granted to the use of the said Arthur Henry Hansey his heirs and assigns subject and in manner aforesaid **But also** that it shall be lawful for the said Arthur Henry Hansey his heirs and assigns at any time or times hereafter to enter into and upon all or any of the said premises and the same from thenceforth quietly to hold and enjoy and receive the rents and profits thereof without any lawful interruption or disturbance from or by the said Richard Bassett his heirs or assigns or any other person ^{said person} claiming in respect of the rent charges created by the said recited Indenture **And that** he and discharged or otherwise by the said Richard Bassett his heirs executors or administrators sufficiently indemnified from and against all estates incumbrances claims and demands whatsoever except the rent charges aforesaid **And moreover** that he the said Richard Bassett and his heirs and every other person in having or lawfully & equitably claiming any estate or interest in the said premises or any part thereof will from time to time and at all times at the cost without sale a foreclosure of the said Richard Bassett his heirs executors or administrators but afterwards at the cost of the person or persons requiring the same execute and do every such lawful assurance and thing for the further & more perfectly assuring all or any of the said premises to the use of the said Arthur Henry Hansey his heirs and assigns in manner aforesaid as by the said Arthur Henry Hansey his heirs or assigns shall be reasonably required **But also** that he the said Richard Bassett his heirs and assigns will at all times during the continuance of this security pay the several rent charges created by the said recited Indenture and observe and perform all and singular the covenants by the said Richard Bassett therein contained and keep the said Arthur Henry Hansey his heirs executors administrators and assigns indemnified against all actions suits proceedings costs damages claims and demands which may be brought incurred sustained or made by reason of the nonpayment of the said rent charges respectively or the breach of the said covenants or any of them **But also** that if at any time or times during the continuance of this security the said Richard Bassett his heirs or assigns shall make in default in proceeding with the building of the Message covenanted to be built on the said plot of Ground hereby granted by the said recited Indenture in all respects to the satisfaction of the said Arthur Henry Hansey his executors administrators or assigns then and in every such case it shall be lawful for the said Arthur Henry Hansey his executors administrators or assigns to complete in such manner and with such variations as he or they may think proper the Message buildings and erections if any which shall have been commenced by the said Richard Bassett his heirs or assigns upon the said plot of Ground or to build and erect thereupon any other Message and Buildings and Erections which he or they may think proper and which shall not occasion a breach of the covenants by the said Richard Bassett contained in the said recited Indenture and for the purpose aforesaid or either of them to seize and use all building and other materials belonging to the said Richard Bassett his heirs executors administrators or assigns which shall be upon the said plot of Ground **And also** that he the said Richard Bassett his heirs executors administrators or assigns will so long as any money shall remain on the security of these presents keep the Message which shall be built upon the said plot of Ground when the same shall have been completed insured against loss or damage by fire in the sum of Five hundred pounds at least and punctually pay all premiums necessary for such purpose and will on demand produce to the said Arthur Henry Hansey his executors administrators or assigns the policy or policies of such Insurance and the receipt for every such payment **And that** if default shall be made in keeping the said Message so insured it shall be lawful for the said Arthur Henry Hansey his executors administrators or assigns to insure and keep an insured the said Message in any sum not exceeding the sum of Five hundred pounds **And that** the said Richard Bassett his executors administrators or assigns will repay to the said Arthur Henry Hansey his executors administrators or assigns every sum of money expended by him or them for the purpose of completing or of building and erecting either such Message buildings and erections as aforesaid or for the purpose of such Insurance together with interest thereon at the rate agreed from the time of the same respectively having been so expended **But that** until such repayment the same sum and interest shall be a charge upon the said premises hereinbefore granted or intended so to be and every part thereof **In witness** whereof the said parties to these presents have hereunto set their hands and seals the day and year as first before written /

Richard

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further sum with interest thereon at the rate aforesaid from the time of the same having been so lent as aforesaid without any deduction except as aforesaid. And also that so long as any principal money shall remain on the security of these presents. He the said Richard Cosslett his heirs executors administrators or assigns will pay to the said Arthur Henry Hansey his executors administrators or assigns interest for the same at for so much thereof as shall for the time being be owing at the rate aforesaid by equal half yearly payments on the thirteenth day of September and the thirteenth day of March without any deduction except as aforesaid **Provided always** and it is hereby agreed and declared that it shall be lawful for the said Arthur Henry Hansey his executors administrators or assigns at any time or times after the said thirteenth day of September next without any further consent on the part of the said Richard Cosslett his heirs or assigns or any other person to sell all or any part of the premises hereinbefore expressed to be hereby granted either together or in parcels and either by Public Auction or Private Contract with power upon any such sale to make any such stipulations as to settle or evidence or commencement of title or otherwise which the said Arthur Henry Hansey his executors administrators or assigns shall deem proper and to buy in or reward any contract for sale and to resell without being responsible for any loss occasioned thereby. And for the purposes aforesaid to any of them to execute and do all such assurances and things as he or they shall think fit. **And it is hereby agreed and declared** that upon any sale under the power of sale hereinbefore contained by any person or persons who may not be seized of the legal estate in the premises sold the person or persons in whom the legal estate of the same premises shall be vested shall make such assurance of the same for the purpose of carrying the sale thereof into effect as the person or persons by whom the sale shall be made shall direct. **Provided also and it is hereby agreed and declared** that the said Arthur Henry Hansey his executors administrators or assigns shall not exceed the power of sale hereinbefore contained until he or they shall have given a Notice in writing to the said Richard Cosslett his heirs executors administrators or assigns to pay off the money for the time being owing on the security of these presents or left a Notice in writing to that effect at or upon some part of the premises hereinbefore expressed to be hereby granted or intended to be and default shall have been made in payment of such money or semi paid thereof for six calendar months from the time of giving or leaving such Notice or unless and until the whole or a part of some half yearly payment of interest which shall become due on the security of these presents shall have become in arrears for the space of three calendar months and every Notice to be given or left as aforesaid shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unborn absent unascertained or under disability. **Provided also and it is hereby agreed and declared** that upon any sale purporting to be made in pursuance of the aforesaid power the Purchaser or Purchasers shall not be bound to see or inquire whether either of the cases mentioned in the clause or provision lastly hereinbefore contained has happened or whether any default has been made in payment of any principal money or interest intended to be hereby secured at the time hereinbefore appointed for payment thereof or whether any money remains on the security of these presents or as to the necessity or expediency of the stipulations subject to which such sale shall have been made or otherwise as to the propriety or regularity of such sale and notwithstanding any impracticability or vagueness or whatsoever in any such sale the same shall as far as regards the safety and protection of the purchaser or purchasers be deemed to be within the aforesaid power in this behalf and be valid and effected accordingly. And the remedy of the said Richard Cosslett his heirs or assigns in respect of any breach of the clause or provision lastly hereinbefore contained or of any impracticability whatsoever in any such sale shall be in damages only. **And it is hereby agreed and declared** that the receipt of the said Arthur Henry Hansey his executors administrators or assigns for the purchase money of the premises sold upon any such sale as aforesaid or for any other money to become payable to him or them under or by virtue of these presents shall effectually discharge the person or persons paying the same thereon and from being concerned to sue to the appearance of the same or being answerable for any loss or misapplication thereof. **And it is hereby further agreed and declared** that in the said Arthur Henry Hansey his executors administrators or assigns shall be paid out of the monies which shall arise from any such sale as aforesaid in the first place reimbursement himself or themselves or party discharge all the costs and expenses incurred in or about such sale or otherwise in respect of the premises and in the next place apply such monies in a towards satisfaction of all the monies for the time being owing on the security of these presents and then pay the surplus if any of the said monies which shall arise from such sale unto the said Richard Cosslett his heirs or assigns. **And it is hereby also agreed and declared** that the aforesaid Power of sale and other powers may be exercised by any person or persons who for the time being shall be entitled to receive and give a discharge for the monies for the time being due or owing on the security of these presents. And that the said Arthur Henry Hansey his executors administrators or assigns shall not be answerable or accountable for any involuntary losses which may happen in or about the exercise or execution of the aforesaid power and trusts in any of them. And in pursuance of an Agreement in this behalf and in consideration of the premises the said Richard Cosslett doth hereby affirm and become Tenant from year to year to the said Arthur Henry Hansey his heirs and assigns in respect of the said Plot of Ground and the messuage buildings and appurtenances erected thereon now occupied by him the said Richard Cosslett at the yearly rent of Twenty five pounds or clear of all deductions to be a new





This Indenture

made the thirteenth day of March One thousand eight hundred and sixty seven
Between **Richard Coslett** of Nettlebed in the City and County of Bristol
Builder of the one part and **Arthur Henry Warsey** of the City of Bristol Gentleman
of the other part
Whereas by an Indenture dated the twenty eighth day of February
One thousand eight hundred and sixty seven between Charles Pynder Beauchamp Waller of
the one part and the said Richard Coslett of the other part the plot of ground heremaster

described or referred to with the appurtenances was conveyed to the use and intent that the said Charles Pynder Beauchamp Waller his heirs and assigns
should for the remainder of the year ending on the twenty fifth day of March One thousand eight hundred and sixty seven occur out of the said
plot of ground and the messuage and buildings thereon and the appurtenances the rent charge of one penny and from the twenty fifth day of
March One thousand eight hundred and sixty seven and for ever thereafter should receive out of the said plot of ground and the messuage and
buildings thereon and the appurtenances the yearly rent charge of six pounds and subject thereto and to the powers and remedies for the recovery of
the same respectively when in arrear to the use of the said Richard Coslett his heirs and assigns for ever and in the Indenture now in recital among
other covenants is a covenant by the said Richard Coslett to the effect that he his heirs or assigns would on or before the twenty fifth day of March one
thousand eight hundred and sixty seven at his own cost build and completely finish fit for habitation in a workmanlike manner and to the satisfaction
of the Architect for the time being of the said Charles Pynder Beauchamp Waller his heirs or assigns one good and substantial messuage or dwelling
house with suitable offices thereunto belonging upon the said plot of ground within the area therein specified and in the like manner therein more
particularly set forth such messuage when completed to be of the value of five hundred pounds **And whereas** in order to enable the said Richard
Coslett to complete the said messuage the said Arthur Henry Warsey has agreed to lend him the sum of five hundred pounds upon having the
repayment of the same and of any other sum or sums which the said Arthur Henry Warsey his executors administrators or assigns or me cause
may lend to the said Richard Coslett his heirs or assigns with interest at the rate of five pounds per centum per annum secured in manner
hereinafter appearing **Now this Indenture witnesseth** that in consideration of the sum of **Two hundred pounds** upon the execution
of this present indenture by the said Arthur Henry Warsey to the said Richard Coslett (the receipt of which said sum the said Richard Coslett doth
hereby acknowledge and from the same doth hereby release the said Arthur Henry Warsey his heirs executors administrators and assigns) He the
said Richard Coslett **doth** hereby grant unto the said Arthur Henry Warsey his heirs or assigns **All that** plot of ground delineated on the
plan drawn in the margin of the hereinbefore recited Indenture and thereon distinguished by the color pink and the number 4 and situate at
Nettlebed in that part of the Parish of Nettling upon Tyne which lies in the City of Bristol and all other (if any) the headments comprehend in and
granted by the said recited Indenture with their rights easements and appurtenances and reputed appurtenances **And** at the Estate and intent of
the said Richard Coslett in the same premises or any part thereof **to have and to hold** the said plot of ground and all and
singular other the premises numbered asforesaid to be hereby granted unto the said Arthur Henry Warsey his heirs and assigns **At the use of**
the said Arthur Henry Warsey his heirs and assigns for ever subject nevertheless to the yearly sum aforesaid rent charge created by the said recited
Indenture **And** ^{for the sum of} redemption heremaster contained **Provided** always and it is hereby agreed and declared that if the said Richard
Coslett his heirs executors administrators or assigns shall on the thirteenth day of September next pay to the said Arthur Henry Warsey
his executors administrators or assigns the said sum of five hundred pounds with interest thereon in the meantime at the rate of five
pounds per centum per annum without any deduction (except for income tax) and shall on the thirteenth day of March or the
thirteenth day of September which shall happen next after any further sum shall have been lent by the said Arthur Henry Warsey
his executors administrators or assigns to the said Richard Coslett his heirs or assigns pay to the said Arthur Henry Warsey his executors
administrators or assigns every such further sum with interest thereon at the rate aforesaid from the time of the same having been so lent
as aforesaid without any deduction except as aforesaid then and at any time thereafter the said Arthur Henry Warsey his heirs or assigns
shall upon the request and at the cost of the said Richard Coslett his heirs executors administrators or assigns reconvey the said premises
hereinafore expressed to be hereby granted to the use of the said Richard Coslett his heirs and assigns **And** the said Richard Coslett doth
hereby for himself his heirs executors and administrators covenant with the said Arthur Henry Warsey his executors and administrators that he
the said Richard Coslett his executors or administrators will on the thirteenth day of September next pay to the said Arthur Henry Warsey
his executors or administrators or assigns the said sum of two hundred pounds with interest for the same in the meantime at the rate of five
pounds per centum per annum without any deduction except for income tax **And** will on such thirteenth day of September or thirteenth
day of March as shall happen next after any further sum shall have been lent by the said Arthur Henry Warsey his executors administrators
or assigns to the said Richard Coslett his heirs or assigns pay to the said Arthur Henry Warsey his executors administrators or assigns every

Received on the day and year first written
written of the author named Arthur Henry Mansay £200
the author mentioned Consideration money of two
hundred pounds
Witnesses Richard Copelett
Giles H Whetstone

Signed sealed and delivered by the author named Richard
Coplett in the presence of
Giles H Whetstone
Eliza & Mr Arthur H Mansay
Mr Bushell

Lot 4.

Dated 13th March 1861

A. Richd Copelett

to
A. Arthur H Mansay

Mortgage to secure
£200 and further advances
of a plot of ground situated at
Holland in the City of Bristol