

hundred and fifty seven feet on the West side or thereabouts and containing Three rods thirty six poles or thereabouts which said piece or parcel of land was formerly part of the waste or common land called or known by the name of Woking Common and is delineated in the Map or Plan drawn upon a certain Indenture of Conveyance dated the sixteenth day of December One thousand eight hundred and ninety eight and made between The London Necropolis and National Mausoleum Company of the one part and the Mortgagee of the other part Together with the seven newly built messuages or tenements erected thereon or on some part thereof and in the respective occupations of

To hold all the said hereditaments and premises hereby assured unto and to the use of the Mortgagee their heirs and assigns subject to the proviso for redemption hereinafter contained **Provided always** and it is hereby agreed and declared that if the Mortgagee his heirs executors administrators or assigns shall on the said ~~first~~ day of August next pay to the Mortgagees their executors administrators or assigns the said sum of Two thousand eight hundred pounds with interest thereon in the meantime at the rate aforesaid the Mortgagees shall at any time thereafter upon the request and at the cost of the Mortgagee his heirs executors administrators or assigns recover the said premises hereby assured to the use of the Mortgagee his heirs and assigns ~~And~~ the Mortgagee hereby covenants with the Mortgagees their executors administrators and assigns that he the Mortgagee his heirs executors administrators or assigns will during the continuance of the present security keep the said messuages buildings and premises comprised in or subject to this security and all messuages buildings and property which may from time to time be so comprised or subject in good or substantial repair and also insured against loss or damage by fire to the full value thereof in the Royal Exchange Assurance Corporation or in some Insurance Office of repute to be approved of in writing from time to time by the Mortgagees their executors administrators or assigns in the joint names of the Mortgagee his heirs executors administrators or assigns and the Mortgagees their executors administrators or assigns and will duly and punctually pay all premiums and moneys necessary for effecting and keeping up the said Insurance on the first day on which the same ought to be paid and will on demand produce to the Mortgagees their executors administrators or assigns the policy or policies of such Insurance and the receipt for every such payment and that if the Mortgagee his heirs or assigns shall at any time refuse or neglect to produce any such policy or receipt to the Mortgagees their executors administrators or assigns on demand he or they shall be entitled to assume that the said premises are not insured in accordance with the covenant hereinbefore contained and to exercise the powers conferred by statute in that behalf **Provided always** and it is hereby agreed that the restriction on the right of consolidating mortgage securities which is contained in section 17 of the Conveyancing and Law of Property Act 1881 shall not apply to this security **And also** that the Mortgagee their heirs executors

administrators and assigns or any of them shall not be answerable for any
involuntary losses which may happen in or about the exercise or execution of the
power of sale or any of the powers or trusts which may be vested in him or them
by virtue of these presents and the statute in that behalf And it is hereby
declared that no lease made by the Mortgagor of the said premises or any
part thereof during the continuance of this security shall have effect by force
and virtue of Section 18 of the Conveyancing and Law of Property Act 1881 unless
the Mortgagee shall consent thereto in writing. In witness whereof the said
parties to these presents have hereunto set their hands and seals the day and
year first above written.

Signed Sealed and Delivered
by the above named James
Faggetter in the presence of

James Faggetter

H. Mills
Solicitor to Mr. P. Henry Mullett
Solicitor Godalming

HERITAGE WALKS ARCHIVE DOCUMENT