

Dated 17th Dec^r 1915

W. H. Behrens Esq^r and
his Mortgagee

W. J. M. Rutter

Conveyance

of
Freehold hereditaments situate
in the Bagshot Road in the
Parish of Woking in the County
of Surrey.

or

HERITAGE VALUES ARCHIVE DOCUMENT

VERSET HOUSE

9 DEC 1915

K16327

HERITAGE WAIVER ARCHIVE DOCUMENT



Scale. 25/344 Inches to a Mile.

at the request of the Vendor and of the further sum of three hundred and forty pounds, seven shillings and two pence paid to the Vendor by the Mortgagee the said Samuel Joseph at the request of the Vendor assigned the said sum of One thousand six hundred and eighty five pounds two shillings and ten pence and the interest to become due for the same unto the Mortgagee and by the same Indenture the said Samuel Joseph at the like request of the Vendor granted and the Vendor hereby granted and confirmed unto the Mortgagee the said hereditaments and premises comprised in the said recited Indenture of Mortgage with the appurtenances save and except such part thereof as had been sold with the concurrence of the said Samuel Joseph in the meantime and which did not comprise any portion of the hereditaments hereby conveyed unto and to the use of the Mortgagee here and assigns free from all equity of redemption under the said recited Indenture of Mortgage but subject to redemption on payment to the Mortgagee of the principal sum of Two thousand pounds and interest as therein mentioned. **AND** whereas the sum of One thousand eight hundred pounds still remains owing to the Mortgagee on security of the said recited Indenture of Mortgage with current interest thereon **AND** whereas the Vendor has agreed with the Purchaser for the sale to him for the sum of Two hundred and fifty pounds of the hereditaments hereby assigned in fee simple in possession free from incumbrances

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And whereas it has been agreed that the sum of One hundred and thirty three pounds part of the said purchase money shall be paid to the Mortgagee in part discharge of the said Mortgage debt so due to her as a present and that she shall join in these presents in manner hereinafter appearing **Now this Indenture witnesseth** that in pursuance of the said recited agreement and in consideration of the sum of Two hundred and fifty pounds now paid by the Purchaser at the request and by the direction of the Vendor in manner following namely the sum of One hundred and thirty three pounds to the Mortgagee in part discharge of the said sum of One thousand eight hundred pounds so due to her for principal as a present (the receipt whereof the Mortgagee doth hereby acknowledge) and the sum of One hundred and seventeen pounds the residue thereof to the Vendor (the receipt and payment in manner aforesaid of which respective sums making together the said purchase money of Two hundred and fifty pounds the Vendor doth hereby acknowledge) the Mortgagee as Mortgagee at the request and by the direction of the Vendor doth hereby grant and release and the Vendor as Beneficial Owner doth hereby grant and confirm unto the Purchaser **All** that piece or parcel of land situate in the Parish of Stoking in the County of Surrey having a frontage to the Bagshot Road there of One hundred and forty four feet or thereabouts and a depth on the north of three hundred and three feet or thereabouts and on the south of Three hundred and three feet or thereabouts which said piece or parcel of land with its abuttals boundaries dimensions and other particulars is more particularly delineated in the plan drawn hereon and thereon coloured (green) **do hold** the same unto and to the use of the Purchaser his heirs and assigns discharged from all principal money and interest secured by and from all claims and demands under the hereintorecited Indentures of Mortgage and Transfer respectively or either of them but subject to the restrictions and conditions contained in an Indenture dated the twentieth day of November One thousand nine hundred and eight and made between Herbert Brisbane Fletcher and Vendor Ernest John Kristow of the first part Albert Samuel Fletcher of the second part and the Vendor of the third part so far as the same are applicable and capable of taking effect

And subject also to the stipulations and conditions specified in the
 first schedule here to **AND** the purchaser doth hereby for himself and
 his assigns to the intent and so that the covenant hereinafter contained
 shall be binding on the lands and premises hereby assigned unto whose
 hands the same may come but not so as to render the purchaser his
 heirs or assigns personally liable or damages for any breach thereof
 after he or they shall have parted with all interest in the premises
 covenant with the Vendor his heirs and assigns the owner or owners
 for the time being of adjacent lands belonging to the Vendor that the
 purchaser his heirs and assigns will at all times hereafter observe and
 perform the stipulations and conditions in relation to the said land
 and premises hereby assigned which are contained in the first
 schedule here to **AND** the Mortgagee at the request of the Vendor and
 the Vendor do hereby respectively acknowledge the right of the
 purchaser to the production and delivery of Copies of the documents
 of title mentioned in the second schedule here to which documents
 are related by the Mortgage as relating not only to the hereditaments
 hereby conveyed but also to other hereditaments comprised in the
 heretofore recited indentures of Mortgage and Lease respectively
AND the Vendor hereby covenants with the purchaser that when and
 as soon as the said documents or any of them shall come into the
 possession of the Vendor his heirs or assigns by reason of the
 satisfaction of the said Mortgage debt or otherwise he or they will
 at the request and cost of the purchaser his heirs or assigns give
 to him or them a statutory undertaking for their safe custody and
 that after the said documents or any of them shall have so
 come into possession as aforesaid and until such undertaking as
 aforesaid shall be given the Vendor his heirs or assigns shall be
 subject to the same obligations in all respects as if such
 undertaking had been given **AND** 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 hundred pounds **In witness**
 whereof the said parties to these presents have hereunto set their
 hands and seals this day and year first above written

The First Schedule above referred to

1. The land hereby conveyed shall not be divided for building

purpose and there shall be a building line of 20 feet from any adjoining road and no building shall be erected in front of such building line.

2. Immediately after the commencement of any building operation the purchaser shall erect a temporary post and wire fence on the boundary of the land separating the same from the strip of land of the Vendor on the South side reserved for a roadway along the whole of the boundary thereof and no palings fences walls banks and hedges or other erections shall be made abutt on the boundaries or subdivision of the said lands hereby conveyed more than six feet in height. All such palings fences walls or other erections shall be subject to the approval of the Vendor's Surveyor.

3. Not more than one messuage or dwelling house with or without Coach house stable motor house Conservatory or outbuildings shall be erected on the land and no such messuage or dwelling house shall be of less value than £800 not including the cost of the land and the cost of Coach house stable motor house Conservatory and outbuildings (if any) nor shall the same be erected without the plans and elevations having first been submitted and approved by the Vendor's Surveyor.

4. No building to be erected on the said land shall at any time be used for any other purpose than as a private dwelling house or as a professional residence of a Medical Practitioner Solicitor Architect or Dentist or Coach house stable motor house Conservatory and outbuildings belonging thereto and no trade manufacture or business of any kind shall be carried on upon any of the said land.

The Second Schedule above referred to

19th April 1905 Indenture of Reconveyance made between Site London and South Western Bank Limited of the one part and Thomas Montague Richards of the other part.

8th June 1905 Indenture of Conveyance made between the said Thomas Montague Richards of the one part and Thomas Robert Casfield Graves of the other part.

25th November 1905 Indenture of Mortgage made between the said Thomas Robert Casfield Graves of the one part and Herbert Brisbane Fletcher and Francis Ernest John Brisbane of the other part.

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19th November 1906. Indenture of Conveyance made between the said Thomas Robert Casfield grows of the one part and Albert Samuel Fletcher of the other part.

11th November 1908. Indenture of Conveyance made between the said Herbert Kristian Fletcher and Vicar Ernest John Kristian of the first part, the said Albert Samuel Fletcher of the second part and the said William Henry Behrens of the third part.

12th November 1908. Indenture of Mortgage made between the said William Henry Behrens of the first part Andrew Anderson of the second part and Samuel Joseph of the third part (hereinafter recited).

25th March 1911. Indenture of Transfer made between the said Samuel Joseph of the first part the said William Henry Behrens of the second part and Aline Le Voi of the third part (hereinafter recited).

15th August 1911. Acknowledgment for production of Deeds by Messrs Gault & Co.

Signed sealed and Delivered by the above named John Hillebrand Putter in the presence of

Frederic ...
Cent to ...

Aline Le Voi.

William ...

J. M. Putter

Signed sealed and Delivered by the above named William Henry Behrens in the presence of

...
...
...

Signed sealed and Delivered by the above named Aline Le Voi in the presence of

H. G. Gros
90 Bishopsgate St. Station

