

INDENTURE DATED 1785 FOR TRANSFER OF MORTGAGE OF WINDMILL IN AUGHTON, ORMSKIRK, LANCASHIRE

Outside

June 1785

Mess^{rs}. Baron & Wilson to M^r. Tho^s. Berley} Transfer of Mortgage of certain Premises in
Aughton for securing £40 and Int^s.

Sealed and delivered by the within named **James Baron** and **Edward Wilson** (being first duly
stamped) in the Presence of

W^m. Roper

Minorca Wigan

Received the day and year first within written of and from the within named **Thomas Berley**
the Sum of thirty six pounds being the full consideration money within mentioned to be paid
to me Witness my Hand} £36.00

Signed in the presence of W^m. Roper} Ja^s. Baron

Received the day and year first within written of and from the within named Thomas Berley
the Sum of four Pounds being the full Consideration money within mentioned to be paid to
me witness my hand} £4.00

Signed in the presence of W^m. Roper} X The Mark of Edw^d. Wilson

Inside

This Indenture of three parts made the thirtieth day of June in the twenty fifth year of the
Reign of our Sovereign Lord King George the third and in the year of our Lord one thousand
seven hundred and eighty five Between James Baron of Wigan in the County of Lancaster
Attorney at Law of the first part Edward Wilson of Aughton in the said County Miller of the
second part and Thomas Berley of Lydiate in the said County Shoemaker of the third part

Whereas by Indentures of Lease and Release bearing date respectively the fifteenth and
sixteenth days of November in the year of our Lord one thousand seven hundred and eighty
one and made or mentioned to be made Between the said Edward Wilson and **Ellen** his wife
of the one part and **James Twist** of Aughton aforesaid Yeoman of the other part, the said
Release reciting as therein is mentioned He the said Edward Wilson for the Considerations
therein expressed Did grant and release unto the said James Twist his Heirs and Assigns The
Piece or parcel of Land Wind Corn-Mill Kiln and Hereditaments hereinafter particularly
mentioned to be hereby released with the appurtenances To Hold unto the said James Twist
his Heirs and Assigns To the use of the said James Twist his Heirs and Assigns for ever Under

payment of the yearly Rent of eight Shillings to the person and at the time therein mentioned for ever Redeemable nevertheless by the said Edward Wilson his Heirs Executors or Administrators on his or their paying unto the said James Twist his Executors Administrators or Assigns the Sum of twenty eight Pounds with lawful Interest for the same of lawful money of Great Britain on the sixteenth day of February then next

And Whereas by Indentures of Lease and Release bearing date the fourteenth and fifteenth days of May in the year of our Lord one thousand seven hundred and eighty four and made between the said James Twist of the first part the said Edward Wilson of the second part and the said James Baron of the third part, the same Release reciting the said in part recited Indentures of Lease and Release of the fifteenth and sixteenth days of November one thousand seven hundred and eighty one as or to the Effect herein before recited and further that default was made in payment of the said Sum of twenty eight pounds and Interest for the same at the time by the said first in part recited Indenture of Release appointed for that purpose but that the said Edward Wilson had since paid to the said James Twist a part of the said Principal money and Interest and that there then remained due to the said James Twist on his said in part recited Security the Sum of twenty two pounds ten shillings and no more, and that the said Edward Wilson being desirous to pay the same to the said James Twist and to borrow on Security of the said mortgaged Premises a little more money to answer his other occasions had requested the said James Baron not only to pay off the said Sum of twenty two pounds ten Shillings but also to lend him the said Edward Wilson the further Sum of thirteen pounds ten Shillings which the said James Baron agreed to do upon having the said mortgaged Premises conveyed to him upon the Trusts after mentioned

It is Witnessed that for the considerations therein mentioned the said James Twist by the direction of the said Edward Wilson Did bargain sell and release and the said Edward Wilson Did grant release and confirm unto the said James Baron his Heirs and Assigns The Premises aforesaid with the appurtenances To Hold unto and to the Use of the said James Baron his Heirs and Assigns In Trust to sell the said Premises and out of the money arising from Sale thereof to deduct and retain the Sum of thirty six pounds together with lawful Interest for the same and to pay the residue unto the said Edward Wilson As in and by the said several in part recited Indentures Relation being thereunto respectively had may more fully appear

And Whereas the said James Baron hath not carried the Trusts of the last in part recited Indenture of Release into Execution but the Premises therein comprized still remain unsold and the said Principal Sum of thirty six Pounds still due to the said James Baron (all Interest for the same having been paid to the day of the date hereof) and the said James Baron being in want thereof, the said Edward Wilson, rather than have the said Premises sold, hath requested the said Thomas Berley not only to pay off the said Sum of thirty six pounds but also to lend him the further Sum of four pounds to answer his other Occasions which

the said Thomas Berley hath agreed to do upon having the said Premises conveyed to him for securing the repayment thereof with Interest as hereinafter mentioned

Now this Indenture Witnesseth that for and in consideration of the sum of thirty six pounds of lawful money of Great Britain by the said Thomas Berley (at the request and by the direction of the said Edward Wilson testified by his being made a party to and executing this Indenture) to the said James Baron in hand at or immediately before the sealing and delivery of these presents well and truly paid in full Satisfaction and discharge of all Principal money and Interest due to him upon the last in part recited Indenture of Release and for and in Consideration also of the Sum of four pounds of like money by the said Thomas Berley to the said Edward Wilson in hand also at or immediately before the sealing and delivery of these presents well and truly paid to answer his other occasions the receipt of which said respective Sums of thirty six pounds and four pounds (making together the intire Sum of forty Pounds) the said James Baron and Edward Wilson do hereby respectively acknowledge and thereof and from the same respectively and every part thereof do hereby respectively acquit and release the said Thomas Berley his Heirs Executors and Adm'ors and every of them He the said James Baron Hath bargained sold and released and by these presents Doth (at the request and by the direction of the said Edward Wilson testified as aforesaid) bargain sell and release and the said Edward Wilson Hath granted bargained sold released ratified and confirmed and by these presents Doth grant bargain sell release ratify and confirm unto the said Thomas Berley (in his actual possession now being by virtue of a Bargain and Sale to him thereof made by the said James Baron and Edward Wilson for the term of one whole year commencing from the day next before the day of the date of the same Bargain and Sale for the consideration of five Shillings a piece in and by Indentures bearing date the day next before the day of the date hereof and by force of the Statute made for transferring Uses into possession) and to his Heirs and Assigns All that small piece or parcel of Land situate lying and being in Aughton aforesaid (heretofore taken out of and inclosed from a close called the Little Hill Field) containing twenty five perches or thereabouts And also All that Wind Corn Mill with the Kiln thereto belonging lately erected by the said Edmund Wilson upon the same small piece or parcel of Land Which said piece or parcel of Land Wind Corn Mill Kiln and Hereditaments mentioned to be hereby released are the Premises comprized in the said several in part recited Indentures and are now in the possession of the said Edward Wilson his Assignee or Assigns And also All and singular Geers Tackle Apparel and Furniture Woods Underwoods Mines Delves Quarries Wastes Commons Common of Pasture Ways Waters Watercourses Liberites Casments Profits Advantages and appurtenances whatsoever to the said small piece or parcel of Land Wind Corn Mill Kiln and Premises mentioned to be hereby released or any part thereof belonging or appertaining And the Reversion and Reversions Remainder and Remainders Rents Issues and profits of all and singular the said hereby bargained Premises And all the Estate and several Estates Rights Titles Interests Uses Trusts Possession Property Inheritance Claim and demand whatsoever both at Law and in Equity of them the said James Baron and Edward Wilson and

each of them of in to and out of the said hereby released Premises or any part thereof And all deeds Evidences and Writings whatsoever touching or concerning the said hereof released Premises or any part thereof only and no other Lands or Hereditaments now in the Hands Custody or power of the said James Baron and Edward Wilson or either of them or which they or either of them can or may come at or get without Suit at Law or in Equity

To Have and To Hold the said piece or parcel of Land Wind Corn Mill Kiln and Premises mentioned to be hereby released and every part and parcel thereof with the appurtenances unto the said Thomas Berley his Heirs and Assigns To the Use and behoof of the said Thomas Berley his Heirs and Assigns for ever Subject nevertheless to the Proviso for Redemption hereinafter contained

And the said James Baron doth hereby for himself his Ex'ors and Adm'ors covenant and declare to and with the said Thomas Berley his Heirs and Assigns that he the said James Baron hath not at any time heretofore done or committed or wittingly suffered any Act matter or thing whatsoever whereby or by means whereof the said Premises mentioned to be hereby released or any part thereof are is can shall or may be impeached or incumbered in Title Interest Charge Estate or otherwise howsoever

And the said Edward Wilson doth for himself his Heirs Executors and Administrators covenant promise and agree to and with the said Thomas Berley his Heirs Ex'ors Adm'ors and Assigns by these presents that he the said Thomas Berley his Heirs and Assigns shall and may from time to time and at all times hereafter peaceably and quietly have hold use occupy possess and enjoy and have receive and take the Rents Issues and profits of all and singular the said Premises mentioned to be hereby released with the appurtenances without the Let Stop Suit Trouble Interruption Molestation or disturbance whatsoever (the said yearly Rent of eight Shillings only excepted)

Provided always and these presents are on this express Condition that if the said Edward Wilson his Heirs Ex'ors Adm'ors or Assigns do and shall will and truly pay or cause to be paid unto the said Thomas Berley his Executors Adm'ors or Assigns the Sum of forty pounds of lawful money of Great Britain together with lawful Interest for the same at or upon the thirtieth day of December next ensuing the date hereof without fraud or further delay and without any deduction or Abatement whatsoever thereout or therefrom for or by reason or on Account of any Parliamentary or other Leys Taxes Charges Assessments or Impositions whatsoever now, or hereafter to be laid taxed charged assessed or imposed upon the said Premises mentioned to be hereby released or any part thereof or upon the said Sum of forty pounds and it's Interest or any part thereof or upon the said Thomas Berley his Heirs Executors Adm'ors or Assigns in respect thereof then and in such Case he the said Thomas Berley his Heirs or Assigns shall and will at the request and Charges of the said Edward Wilson his Heirs or Assigns reconvey all and singular the said hereby released Premises unto

and to the Use of the said Edward Wilson his Heirs and Assigns Free from all Incumbrances committed or done by the said Thomas Berley his Heirs Ex'ors Adm'ors or Assigns or any of them in any wise any thing hereinbefore contained to the contrary in any wise notwithstanding

And the said Edward Wilson doth further for himself his Heirs Executors and Administrators covenant promise and agree to and with the said Thomas Berley his Heirs and Assigns by these presents in manner following, that is to say, that he the said Edward Wilson his Heirs Executors or Admo'rs or some of them shall and will well and truly pay or cause to be paid unto the said Thomas Berley his Ex'ors Adm'ors or Assigns the sum of forty Pounds of lawful money of Great Britain with lawful Interest for the same at the time by the Proviso hereinbefore contained appointed for that purpose

And further that at any time or times after default shall be made in payment of the said Sum of forty pounds and it's Interest according to the Proviso hereinbefore contained he the said Edward Wilson and his Heirs and all and every other person and persons whomsoever having or lawfully claiming or who shall or may have or lawfully claim to have any legal or equitable Estate Right Title or Interest whatsoever of in to or out of the said hereby released Premises or any part thereof shall and will at the request of the said Thomas Berley his Heirs or Assigns but at the Charges of the said Edward Wilson his Heirs or Assigns do make acknowledge levy suffer and execute or cause and procure to be done made acknowledged levied suffered and executed all and every such further and other lawful and reasonable Act and Acts deed and deeds Devices Conveyances and Assurances in the Law whatsoever for the further better and more perfect and absolute granting and conveying unto and to the use of the said Thomas Berley his Heirs and Assigns the said Premises mentioned to be hereby released with the appurtenances or any part thereof As by the said Thomas Berley his Heirs or Assigns or his or their Counsel learned in the Law shall be lawfully and reasonably devised or advised and required

In Witness whereof the said parties to these Presents have hereunto set their Hands and Seals the day and year first above written

Ja^s. Baron

X The Mark & Seal of Edw^d Wilson