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Title Number MS333976

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H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1986

RECEIVED HOUSING ACT 1985 AND HOUSING AND PLANNING ACT 1986

TRANSFER OF PART

The Title Number allotted to the land transferred will on registration be officially entered opposite:

TITLE NUMBER : CH38215, MS235674 AND MS49414
PROPERTY : 19 HAWTHORNE GROVE, SEACOMBE,
WALLASEY
DATED : 30th April 1992
VENDOR : WIRRAL BOROUGH COUNCIL
PURCHASER : ALAN PENNINGTON AND CAROLINE JEAN
PENNINGTON

J.P. Bl.
RM
IN consideration of the sum of ^{eighteen three} ~~seventeen~~ thousand ~~two~~ hundred and ~~two~~ pounds (£17,202) paid by the purchaser to the Council (the receipt whereof the Council hereby acknowledges) the Council as beneficial owner in exercise of its statutory powers and of every other power enabling it hereby transfers unto the Purchaser ALL THAT property described in the First Schedule hereto being part of the land comprised in the title above mentioned TOGETHER with the right of free passage and running of water and soil (in common with the Council and all persons entitled thereto) by and through the channels drains pipes and sewers in or under the neighbouring housing estate belonging to the Council EXCEPTING AND RESERVING unto the Council and its successors in title the owners and occupiers for the time being of the Council's said housing estate or any part thereof the right (in common with the Purchaser and all others entitled thereto) of free passage and running of water and soil by and through the channels drains pipes and sewers in through or under the property hereby transferred and SUBJECT to the Covenants *RM*

exceptions reservations stipulations and conditions hereinbefore and hereinafter referred to

2. THERE is excepted and reserved in fee simple to the Council and its successors in title Merseyside and North Wales Electricity Board British Gas plc The Post Office British Telecom plc Cable Vision and North West Water Authority and their respective successors in title assigns servants and licensees a right of way to enter upon the property hereby transferred upon reasonable notice being given to the Purchaser but at any time in the case of an emergency for the purpose of inspecting altering relaying maintaining and where necessary repairing and replacing any of the sewers pipes drains watercourses gas and water pipes electric cables or wires for the time being belonging to the Council and the said Merseyside and North Wales Electricity Board British Gas plc The Post Office British Telecom plc Cable Vision North West Water Authority and their respective successors in title etc as aforesaid subject to them reinstating the property hereby transferred or any part thereof and making good any damage caused in exercise of this right

3. PURSUANT to section 155 of the Housing Act 1985 (as amended by Section 2 of the Housing and Planning Act 1986) the Purchaser for himself and his successors in title hereby covenants to pay to the Council on demand the amount specified in Clause 4 below if within a period of three years from the date hereof there is a disposal falling within sub-section (1) of section 159 of the said Housing Act 1985 but if there is more than one such disposal then only on the first of them

PK 4. THE amount payable under Clause 3 above shall be ^{Eleven} ~~Ten~~ thousand ^{PK} ~~nine~~ ^{PK} ~~seven~~ hundred ~~and ninety-eight~~ pounds (£11,700.00) but reduced by one third of that sum for each complete year which elapses after the date hereof and before the disposal

5. IT IS HEREBY AGREED AND DECLARED as follows:-

- (a) As between the property hereby transferred and any adjoining or neighbouring property or properties belonging to and retained by the Council all ways lights passages of air water soil or drainage and other amenities in the nature of easements shall henceforth subsist and continue to be exercisable or enjoyable

as easements in like manner and to the like extent as heretofore under one ownership

- (b) The Purchaser and his successors in title shall not by virtue of this deed acquire any right of light or air or otherwise which would prejudice the free use and enjoyment of any adjoining or neighbouring land belonging to the Council for building or for any other purpose and any enjoyment of light or air or otherwise had by the Purchaser or his successors in title from or over any adjoining or neighbouring land belonging to the Council shall be deemed to be had by the consent (hereby given) of the Council

6. THE Purchaser so as to bind so far as may be the property hereby transferred into whatsoever hands the same may come and so that this covenant shall be for the benefit and protection of the adjoining housing estate of the Council and every part thereof but so that the Purchaser shall not be personally liable for a breach of this covenant occurring on or in respect of the property or any part or parts thereof after he shall have parted with all interest therein hereby covenants with the Council that he and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations following

- (a) To pay a reasonable proportion of the expense of maintaining and repairing all sewers pipes drains watercourses spouts gutters downspouts soakaways gas and water pipes electric cables and wires flues chimneys roofs walls fences and hedges and easements or rights in the nature of easements or part of the same respectively which provide common benefit or service for the property hereby transferred and adjoining or neighbouring premises or used or to be used in common by the occupiers of the property hereby transferred or the occupiers of any adjoining premises or neighbouring premises separating the property hereby transferred from any adjoining or neighbouring premises of the Council as the case may be and such proportion in the case of dispute or difference shall be determined by the Council's Director of Property Services for the time being whose decision shall be final and binding upon all parties and to allow the Council with or without workmen at all reasonable times of

the day to enter upon the property hereby transferred for the purpose of such repair or maintenance as aforesaid

- (b) Not to carry on or permit to be carried on upon the property hereby transferred any trade or business nor to use or permit the property hereby transferred to be used for any illegal or immoral purpose or for the sale of intoxicating liquors or otherwise than as a private dwellinghouse nor to do or suffer to be done thereon any act or thing whatsoever which may be or become or be deemed by the Council to be a nuisance damage disturbance or annoyance to the Council its lessees or tenants in the neighbourhood

7. THE Purchaser (with the object of affording to the Council a full indemnity in respect of any breach of any of the restrictive covenants and conditions contained or referred to in the Charges Register of the above mentioned title but not further or otherwise) hereby covenants with the Council that the Purchaser and the persons deriving title under him will at all times hereafter perform and observe such restrictive covenants and conditions and will keep the Council indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced

8. IN this deed (where the context so admits)

- (a) Words importing the masculine gender shall be deemed and taken to include females and the singular to include the plural unless the contrary as to number is expressed

- (b) Where the word "Purchaser" shall include more than one person then all covenants entered into by "the Purchaser" shall be deemed to be joint and several covenants and there shall be deemed to be included in this deed the following clause namely:-

"the persons included in the phrase "the Purchaser" shall hold the property hereby transferred upon the statutory trusts for sale and otherwise contained in section 35 of the Law of Property Act 1925 for the benefit of themselves as joint tenants in equity"

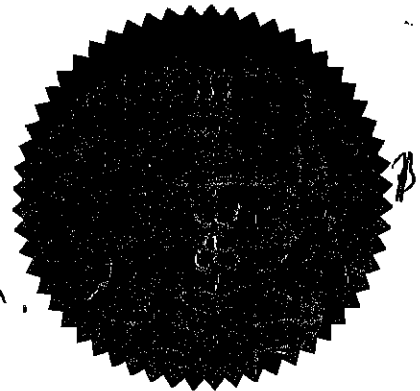
9. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds ^{TWO HUNDRED AND FIFTY} ~~Thirty~~ thousand pounds ~~(£30,000)~~ (£250,000)

SCHEDULE

A. ALL THAT piece of land on the westerly side of Hawthorne Grove Seacombe Wallasey aforesaid the situation whereof is more particularly delineated and described on the plan hereto annexed and thereon edged red TOGETHER with the messuage or dwellinghouse thereon erected known as 19 Hawthorne Grove Seacombe Wallasey

THE COMMON SEAL of WIRRAL)
BOROUGH COUNCIL was hereunto)
affixed in the presence of)

P. H. Pennington
Authorised Officer



NUMBER IN SEAL BOOK - 146692

SIGNED AND DELIVERED)
by the said ALAN PENNINGTON)
in the presence of:-)

A. Pennington

Name: *J. Bowness*

Address: *69 ALBION PARK ROAD UPTON WIRRAL*

Occupation: *MORTGAGE ADVISOR*

SIGNED AND DELIVERED

Caroline Pennington
Caroline Pennington *CP*

JEAN

by the said CAROLINE PENNINGTON

) *Caroline Pennington*

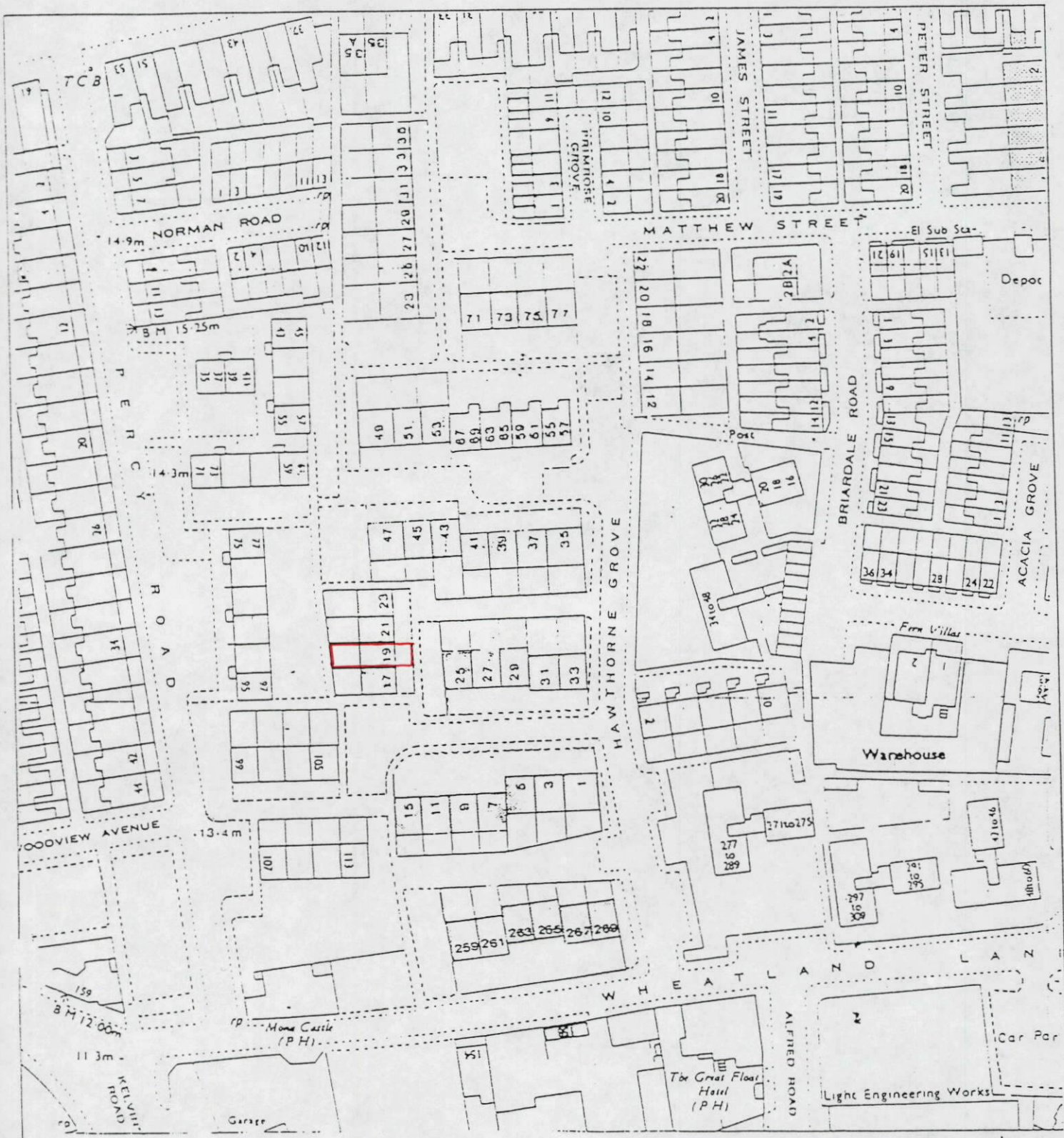
in the presence of:-

)

Name: *J. BOWERS*

Address: *69 ARROW PARK ROAD UPTON URSAL*

Occupation: *MORTGAGE ADVISOR*



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*I.A. Johnston
B. Potts*



19 Hawthorne Grove Seacombe, Wallasey	Drawn :	Tel. : 051 - 638 7070 ext.
	Date : 6.2.91	Drawing No. : 7634/91
33 NW	Scale : 1:1250	R.T.B. : 11960



Metropolitan Borough of Wirral

Department of Property Services



I.A. Johnston, FRIBA, FCI Arb.
Director

Municipal Offices, Brighton Street, Wallasey. L44 8ED

I.A. Johnston

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