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Title Number CH593256

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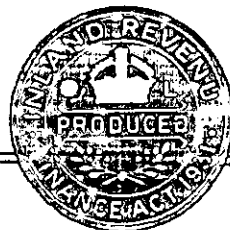
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COPY



SEQ235



THIS CONVEYANCE is made the *eleventh* day
of *September* One thousand nine hundred and forty seven
BETWEEN LILIAN THOMAS MAINWARING of "Chesney" Coast-
guard Lane Neston in the County of Chester formerly of 80
Carisbrooke Road Walton in the City of Liverpool Spinster and
LOUIE McCONNELL of 27 East Orchard Lane Fazakerley in the
said City Wife of James McConnell (hereinafter called "the
Vendors") of the first part ABBAY NATIONAL BUILDING SOCIETY
of 215 Baker Street in the County of London (hereinafter
called "the Mortgagees") of the second part and ERIC HOWE of
1 Rope Walk Parkgate in the said County of Chester (hereinafter
called "the Purchaser") of the third part.

WHEREAS :-

- (1) The Vendors are seised of the property hereinafter des-
cribed together with other property in fee simple in possession
subject to the restrictive covenants and conditions hereinafter
mentioned and to the Legal Charge next hereinafter recited.
- (2) By a Legal Charge (hereinafter called "the Legal Charge")
dated the ninth day of August One thousand nine hundred and
thirty eight and made between the Vendors of the first part
the said James McConnell of the second part and The Abbey
Road Building Society of the third part the property herein-
after described together with other property was charged by
way of legal mortgage in favour of The Abbey Road Building
Society to secure the payment to The Abbey Road Building

Society of the principal sum of Four Hundred and Twenty Five Pounds and interest thereon in accordance with the covenant therein contained.

(3) A principal sum in excess of the purchase price hereinafter mentioned remains owing on the security of the Legal Charge and all interest thereon to the date hereof has been paid.

(4) The Vendors hold the said property as trustees upon trust to sell the same and to stand possessed of the net proceeds of sale and the net rents and profits until sale upon trust for themselves as joint tenants.

(5) The Vendors in execution of the said trust for sale and as being together absolutely entitled thereto in equity have agreed with the Purchaser for the sale to him of the fee simple in possession of the property hereinafter described subject to and with the benefit of the said restrictive covenants and conditions at the price of Thirty Six Pounds.

(6) The Mortgagees in whom the benefit of the Legal Charge is now vested by reason of the documents and Acts of Parliament mentioned in the Third Schedule hereto being satisfied that the other property comprised in the Legal Charge is sufficient security for all moneys thereby secured have agreed to join herein in manner hereinafter appearing.

N O W T H I S D E E D W I T N E S S E T H as follows :-

1. In pursuance of the said agreement and in consideration of the sum of Thirty Six Pounds paid to the Vendors by the Purchaser with the consent of the Mortgagees (the receipt whereof

the Vendors hereby acknowledge) the Vendors as beneficial owners hereby convey and the Mortgagees as Mortgagees hereby surrender and release unto the Purchaser A L L T H A T piece of land situate on the southeasterly side of Coastguard Lane Parkgate in the County of Chester measuring in front thereto Fifty feet or thereabouts and at the back or southeasterly side Forty Six feet or thereabouts on the northeasterly side Thirty Eight feet and on the southwesterly side Thirty Two feet or thereabouts which said piece of land forms part of land contained in a Conveyance dated the ninth day of August One thousand nine hundred and thirty eight and made between Alice Gardner Warmsley Cecil Plumbe Smith and John Eustace Jones of the one part and the Vendors of the other part and is more particularly delineated in the plan drawn hereon and therein edged red T O H O L D the same unto the Purchaser in fee simple Subject to (and so far as the Vendors can grant the same) with the benefit of the covenants restrictive of the user thereof and conditions contained in (a) an Indenture dated the seventh day of December One thousand nine hundred and eight and made between the Urban District Council of Neston and Parkgate of the one part and Samuel Reece of the other part (b) a Conveyance dated the fourth day of February One thousand nine hundred and twenty four and made between Frederick John Warmsley of the one part and Prudence Jones of the other part and (c) the said Conveyance

dated the ninth day of August One thousand nine hundred and thirty eight so far as the same are still subsisting and capable of taking effect and relate to the property hereby conveyed And Subject also to the further covenants hereinafter contained but discharged from the Legal Charge and all principal and interest thereby secured and all claims and demands thereunder.

2. With the object of affording to the Vendors a full indemnity in respect of any breach of any of the said restrictive covenants and conditions but not further or otherwise the Purchaser hereby covenants with the Vendors that the Purchaser and the persons deriving title under him will henceforth perform and observe the said restrictive covenants and conditions so far as aforesaid and will indemnify the Vendors and their estates against all actions claims and liability in respect of such covenants and conditions so far as aforesaid.

3. For the benefit and protection of "Chesney" Coastguard Lane aforesaid being the remainder of the land comprised in the hereinbefore mentioned Conveyance of the ninth day of August One thousand nine hundred and thirty eight (hereinafter called "the retained property") or any part or parts thereof and so as to bind so far as may be the property hereby conveyed into whosoever hands the same may come the Purchaser hereby further covenants with the Vendors and separately with the Mortgagees that the Purchaser and the persons deriving title under him will at all times hereafter observe

and perform the restrictions and stipulations set out in the First Schedule hereto but so that the Purchaser shall not be liable for a breach of this covenant occurring on or in respect of the property hereby conveyed or any part thereof after the Purchaser shall have parted with all interest therein.

4. The Mortgagees hereby acknowledge the right of the Purchaser to the production of the documents specified in the Second and Third Schedules hereto and to delivery of copies thereof.

5. The Vendors as to the documents in the Second Schedule hereto covenant with the Purchaser that as and when any of the said documents shall come into the possession of the Vendors or their successors in title they will when requested and at the cost of the Purchaser or his successors in title execute a Statutory acknowledgment for production and undertaking for safe custody of such documents and that in the meantime and until the execution of such undertaking every person having for the time being possession of the said documents will keep them safe whole uncancelled and undefaced unless prevented from so doing by fire or other inevitable accident.

6. 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 the sum of Five Hundred Pounds.

IN WITNESS whereof the said parties to these presents have hereunto set their hands and seals the day and year first

before written.

THE FIRST SCHEDULE referred to.

The Purchaser will within twelve months from the date of his Conveyance plant a growing fence of thorn and maintain the same at a height not less than four feet six inches nor more than five feet six inches along and within the southwesterly boundary of the land hereby conveyed and along and within the southeasterly boundary of the said land between the southerly corner thereof and the existing hedge on that side.

Not more than one messuage dwellinghouse or shop shall at any time hereafter be erected on the land hereby conveyed and no building shall at any time be erected thereon except according to plans and elevations and in a situation to be approved by the Vendors or their Surveyor.

No building to be erected on the land hereby conveyed shall be used for any offensive noisome or dangerous trade business pursuit or occupation or for any purpose which shall or may be or grow to be a nuisance grievance or annoyance to the Vendors their successors in title or their tenants or to the owners or tenants of any of the neighbouring property or the neighbourhood or which may tend to depreciate or lessen the value of the adjoining property of the Vendors known as "Chesney" Coastguard Lane aforesaid or any part thereof as a residential property.

The Purchaser shall not be entitled to any right of access to light or air in respect of the property hereby conveyed or any other easement over the adjoining property of the Vendors which would in any way restrict or interfere with the free user thereof by the Vendors for any purpose.

THE SECOND SCHEDULE referred to.

9th August 1938. CONVEYANCE of this date hereinbefore recited.

9th August 1938. THE LEGAL CHARGE.

THE THIRD SCHEDULE referred to.

5th August 1943. INSTRUMENT of Union made between The Abbey Road Building Society of the one part and The National Building Society of the other part.

17th September 1943. NOTICE of Union addressed to The Registrar of Building Societies which has been endorsed with the words

"Registered and Confirmed" and
duly authenticated.

40 v 41 Vic cap 63 The Building Societies Act 1877 Section 5.

SIGNED SEALED AND DELIVERED by)
the said Lillian Thomas Main-)
aring in the presence of :-)

Lillian Thomas Mainaring

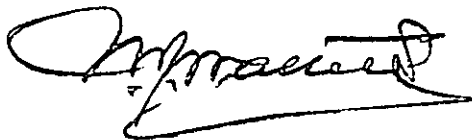
E. J. Armstrong,
8. Mainaring Road,
Liverpool 17.
Clerk.

SIGNED SEALED AND DELIVERED by)
the said Louie McConnell in)
the presence of :-)

Louie M^cConnell,

Rosalie Crowley,
Hope Lane,
Longhurst Lane,
Latter,
Latter, Stockport.

THE COMMON SEAL of Abbey National)
Building Society was hereunto)
affixed in the presence of :-)



MANAGER, SECRETARIAT

SIGNED SEALED AND DELIVERED by)
the said Eric Howe in the)
presence of :-)

Eric Howe

R. P. Lucas
Secretary

Dated

11th September

1947

MEMORANDUM

BY A CONVEYANCE DATED 14TH MAY 1945 AND MADE BETWEEN THE LADY NAMED 'ERIL HOUSE (SELLER)' OF THE ONE PART AND MISS MARGARET BESSIE PAVILLARD (BUYER) OF THE OTHER PART A SPECIAL PORTION OF THE LAND DESCRIBED WHO WAS CONVEYED BY THE SELLER TO THE BUYER IN FREE STRIP AND THE RIGHT OF THE BUYER TO THE PRODUCTION OF THIS DEED WAS THEREIN AUTHORIZED. [NB A DUPLICATE OF THE SAID CONVEYANCE HAS BEEN RECEIVED BY THE SELLER.]

MISS L. T. MAINWARING
and others

- to -

MR. ERIC HOWE

C O N V E Y A N C E

- of -

freehold land in Coastguard Lane Parkgate
in the County of Chester.

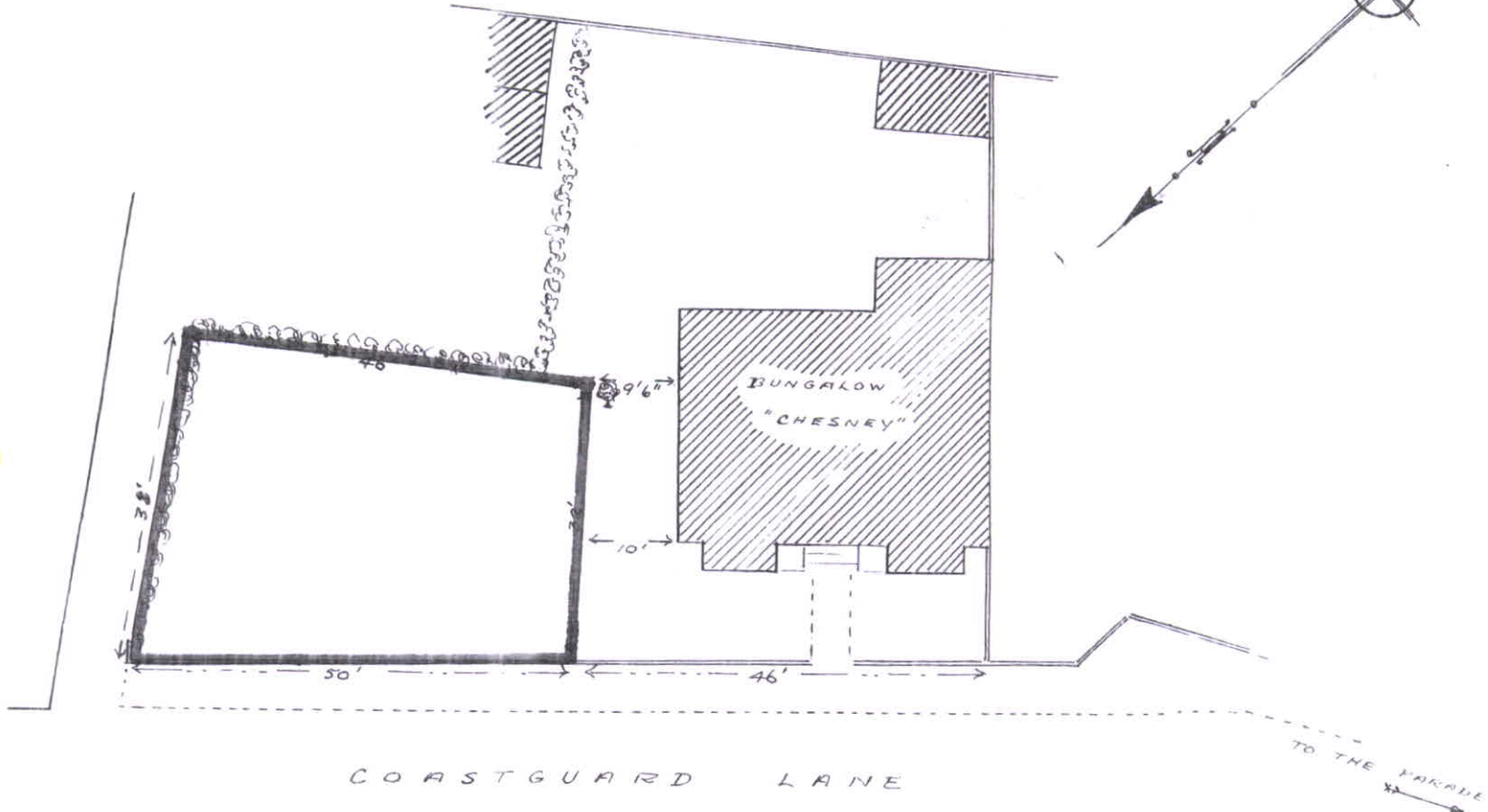
MACE & JONES,

SOLICITORS,

⁴⁰
LIVERPOOL, 2.

BLOCK PLAN OF PROPERTY
"CHESNEY", COASTGUARD LANE,
PARKGATE, CHESHIRE

16



COASTGUARD LANE

CHURCH YARD

Scale: 1 in = 20 ft.



Edwin Owen KALAN
W. H. Moulshale & Co.
Surveyors & Valuers
14 Cook Street
Liverpool 2-2-27