

These are the notes referred to on the following official copy

Title Number WYK137187

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Stamp
105.



THIS DEED 26 1970 the Twenty fourth day of June

One thousand nine hundred and seventy BETWEEN HARRY ARTHUR BOOTH of Wolfstones Heights Farm Netherthong near Holmfirth in the County of York (hereinafter called "the Grantor") of the first part THE PROVINCIAL BUILDING SOCIETY incorporated under the Building Societies Act 1874 (hereinafter called "the First Mortgagee") of the second part PHILIP LEIGH ANDREWS of Wolfstones Hall Netherthong aforesaid and GWYNNEETH ANDREWS of the same address his Wife (hereinafter called "the Grantees") of the third part and WRIGHT MELLOR of 5 Fieldhouse Cinderhills Holmfirth aforesaid and ERNEST RADCLIFFE of 10 Wadman Road Scholes Moor Holmfirth aforesaid (hereinafter called "the Second Mortgagees") of the fourth part

WHEREAS :-

(1) The Grantor is seised in fee simple in possession of the property situate and known as Hillcrest Farm Wolfstones near Holmfirth aforesaid (hereinafter called "the first land") subject to a Legal Charge dated the Twenty second day of February One thousand nine hundred and sixty one and made between the Grantor of the one part and the First Mortgagee of the other part but otherwise free from incumbrances affecting the grant on the part of the Grantor and the First Mortgagee hereinafter contained

(2) The Grantees are seised in fee simple in possession of property situate adjoining the first land and known as Wolfstones Hall

WYK137187



Hetherthong aforesaid (hereinafter called "the second land") subject to a Legal Charge dated the Sixth day of July One thousand nine hundred and sixty one and made between the Grantees of the one part and Kenneth Victor Riley and the Second Mortgagees of the other part but otherwise free from incumbrances

(3) Appurtenant to the second land there is a private right of road or way (hereinafter called "the old road") across the first land along the road or way coloured red on the plan attached hereto

(4) the Grantor is desirous of closing the old road between the points marked 'A' and 'B' on the said plan and of substituting therefor the road or way (hereinafter called "the new road") the position and direction of which are shown coloured yellow on the said plan

(5) The Grantor has agreed with the concurrence of the First Mortgagee in consideration of the Grantees with the consent of the Second Mortgagees releasing the said right of way over the old road between the points marked 'A' and 'B' on the said plan in manner hereinafter contained to grant to the Grantees such right of way over the new road as is hereinafter contained

NOW THIS DEED WITNESSETH as follows :-

1. In consideration of the release on the part of the Grantees hereinafter contained the Grantor as Beneficial Owner and the First Mortgagee as Mortgagee grant unto the Grantees FULL right and liberty

Wk 137/187

for the Grantees and their successors in title the owners and occupiers for the time being of the second land or any part thereof and their respective servants and licensees (in common with the Grantor and all other persons having the like right) at all times hereafter by day or night and for all purposes connected with the use and enjoyment of the second land but not for any other purpose whatsoever to pass and repass with or without horses carts waggons motors and other vehicles over and along the new road

TO HOLD the said right of way unto the Grantees in fee simple as appurtenant to the second land

2. IN consideration of the grant by the Grantor and the First Mortgagee hereinbefore contained the Grantees and the Second Mortgagees as Beneficial Owners hereby release unto the Grantor and the First Mortgagee in fee simple

ALL THAT the right of way over the old road between the points marked 'A' and 'B' on the said plan now belonging to the Grantees as appurtenant to the second land or otherwise howsoever to the intent that the same may be extinguished

3. THE Grantor hereby acknowledges the right of the Grantees to production and delivery of copies of the documents specified in the First Schedule hereto

4. THE Grantees hereby acknowledge the right of the Grantor to production and delivery of copies of the documents specified in the Second Schedule hereto

WYK137187

III WITNESSES whereof the Grantor and the Grantees and the Second Mortgagees have hereunto set their hands and seals and the First Mortgagee has hereunto affixed its Common Seal the day and year first before written

THE FIRST SCHEDULE before referred to

16th September	1903	INDEMTURE of this date made between Hannah Maria Sikes of the first part Ethel Mary Meyding of the second part Rudolf Meyding of the third part and Ramsden Stead of the fourth part
18th March	1918	INDEMTURE of this date made between the said Ramsden Stead of the one part and Charles Marshall of the other part
17th April	1918	INDEMTURE of this date made between the said Charles Marshall of the one part and J. Grayson Lowood & Co. Limited of the other part
17th October	1925	INDEMTURE of this date made between the said J. Grayson Lowood & Co. Limited of the one part and the said Charles Marshall of the other part
28th January	1932	CONVEYANCE of this date made between the said Charles Marshall of the one part and Fred Senior of the other part
29th January	1932	MORTGAGE of this date made between the said Fred Senior of the one part and Halifax Building Society of the other part with VACATING RECEIPT dated 20th June 1941 endorsed thereon
12th March	1953	CONVEYANCE of this date made between the said Fred Senior of the one part and Derrick Branch and Constance Branch of the other part
12th March	1953	LEGAL CHARGE of this date made between the said Derrick Branch and Constance Branch of the one part and the said Fred Senior of the other part with VACATING RECEIPT dated 17th July 1954 endorsed thereon
19th July	1954	CONVEYANCE of this date made between the said Derrick Branch and Constance Branch of the one part and Fred England Swallow and Laura Swallow of the other part

WYK137187

5th November	1959	CONVEYANCE of this date made between the said Fred England Swallow and Laura Swallow of the one part and Rex England Swallow of the other part
22nd February	1961	CONVEYANCE of this date made between the said Rex England Swallow of the one part and the Grantor of the other part
22nd February	1961	The hereinbefore recited LEGAL CHARGE of this date

THE SECOND SCHEDULE before referred to

3rd October	1927	CONVEYANCE of this date made between the said Charles Marshall of the one part and George Bamforth of the other part
4th October	1927	LEGAL CHARGE of this date made between the said George Bamforth of the one part and Charles Marshall of the other part with VACATING RECEIPT dated 2nd November 1954 endorsed thereon
28th September	1933	LEGAL CHARGE of this date made between the said George Bamforth of the one part and Lloyds Bank Limited of the other part
9th November	1948	LEGAL CHARGE of this date made between the said George Bamforth of the one part and Lloyds Bank Limited of the other part
4th February	1950	LEGAL CHARGE of this date made between the said George Bamforth of the one part and Lloyds Bank Limited of the other part
3rd October	1927	CONVEYANCE of this date made between the said Charles Marshall of the one part and Gerald Astley Booth of the other part
21st May	1936	LEGAL CHARGE and MORTGAGE of this date made between the said Gerald Astley Booth of the one part and The Yorkshire Insurance Company Limited of the other part with VACATING RECEIPT dated the 17th November 1944 endorsed thereon
28th November	1944	CONVEYANCE of this date made between the said Gerald Astley Booth of the one part and George Bamforth of the other part

WYK137/87

9th November 1948 LEGAL CHARGE of this date made between the said George Bamforth of the one part and Lloyds Bank Limited of the other part

15th January 1954 CONVEYANCE of this date made between the said George Bamforth of the one part and Lemuel Burrows and Ada Burrows of the other part

15th January 1954 LEGAL CHARGE of this date made between the said Lemuel Burrows and Ada Burrows of the one part and Littlewood Hoyle Thomas Wilfred Birks Kenneth Victor Riley and Wright Mellor of the other part with VACATING RECEIPT dated 5th July 1961 endorsed thereon

6th July 1961 CONVEYANCE of this date made between the said Lemuel Burrows and Ada Burrows of the one part and the Grantees of the other part

6th July 1961 LEGAL CHARGE of this date made between the Grantees of the one part and Kenneth Victor Riley Wright Mellor and Ernest Radcliffe of the other part

SIGNED SEALED AND DELIVERED)
 by the said Harry Arthur)
 Booth in the presence of)

Harry Arthur Booth
 123, Woodhouse Lane,
 BRITFORD,
 MANCHESTER.

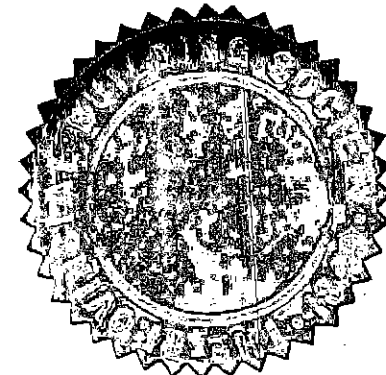
SIGNED SEALED AND DELIVERED)
 by the said Philip Leigh)
 Andrews and Gwyneth Andrews)
 in the presence of)

Clifford Johnson
 18 New North Road,
 Handersfield
 Legal Executive

THE COMMON SEAL of The)
 Provincial Building Society)
 was hereunto affixed in the)
 presence of)

HAB Bank

Ph Andrews
G. Andrews.



L. A. Manley
 BY AUTHORITY OF THE
 BOARD OF DIRECTORS

WVX 137187

SIGNED SEALED AND DELIVERED)

by the said Wright Mellor in)
the presence of)

Wright Mellor

Harry Kaye
Clerk with Messrs Hoop Marshall Phipps
Solicitors
Holehouse

SIGNED SEALED AND DELIVERED)

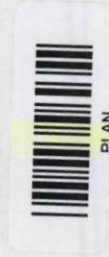
by the said Ernest Radcliffe)
in the presence of)

Ernest Radcliffe.

Harry Kaye

WEST RIDING OF YORKSHIRE
REGISTRY OF DEEDS, WAKEFIELD
Registered 6 JULY 1970
at 9-15 a.m. Volume 165
Page 461 No. 203
P. J. Zutter
Registrar.

203



WYK137187

H137

H M LAND REGISTRY

Title No. ... *W.K.137187* ...
COPY (liable to distortion in scale)
of plan to ... *Deed of Grant* ...
dated ... *24 June 1970* ...

6/80

