

Dated 3rd of September 1880.

M^{rs} Charlotte Garrett.

to

George E. Seaffreson Esq.

Conveyance of a
messuage Windmill and
Premises in Framlingham
in Suffolk.

This Indenture

made the third day of September one thousand eight hundred and eighty Between Charlotte Garrett late of Rintam in the County of Suffolk Widow and now of Bury St Edmunds in the said County of Suffolk of the one part and George Edwards Jeaffreson of Framlingham in the County of Suffolk Surgeon of the other part Whereas by an Indenture bearing date on or about the ninth day of March one thousand eight hundred and sixty eight made between Henry Whitting therein described of the one part and the said Charlotte Garrett of the other part It is witnessed that for the valuable consideration therein mentioned the messuage Windmill hereditaments and chattels

hereinafter described were assured unto the said Charlotte Garrett her heirs executors administrators or assigns according to the different natures thereof Subject to a proviso for redemption therein contained upon payment by the said Henry Whitting his heirs executors administrators or assigns unto the said Charlotte Garrett her executors administrators or assigns of the sum of three hundred pounds with interest for the same after the rate of five pounds per centum per annum on the ninth day of September then next And it is in and by the now reciting Indenture declared that if default should be made in payment of the said sum of three hundred pounds or the interest thereof or any part thereof on the said ninth day of September it should be lawful for the said Charlotte Garrett her executors administrators or assigns at any time or times thereafter without any further consent on the part of the said Henry Whitting his heirs executors administrators or assigns to sell the said hereditaments and premises either together or in parcels and either by public auction or by private contract with full power to buy in or rescind any contract for sale and to resell without being responsible for any loss which might be occasioned thereby and to do and execute all such acts and assurances for effectuating any such sale as to the said Charlotte Garrett her executors administrators or assigns shall seem fit Provided that upon any sale purporting to be made in pursuance of the aforesaid power no purchaser should be bound to enquire whether any money remained due upon the security of the now reciting Indenture nor as to the propriety or regularity of such sale And it is by the now reciting Indenture declared that the receipt of the said Charlotte Garrett her executors administrators or assigns for the purchase money should effectually discharge the purchaser or purchasers therefrom and from being concerned to see to the application thereof or being accountable for the misapplication or non application thereof And Whereas by an Indenture bearing date on or about the twenty fifth day of January one thousand eight hundred and seventy made between the same persons as are parties to the lastly in part recited Indenture it was declared and agreed that all and singular the premises should stand charged with and remain a security for the payment to the said Charlotte Garrett her executors administrators and assigns as well of the sum of one hundred pounds then advanced and paid and the interest thereof as of the said sum of three hundred pounds and the interest thereof and should not be redeemed or redeemable until both the said principal sums and the interest thereof should be fully paid And it is in and by the now reciting Indenture also agreed and declared that the power of sale and all other powers and provisions contained in the last recited Indenture should extend to the said sum of one hundred pounds and the interest thereof and be available for raising and securing the payment of the same And Whereas default was made in payment of the said several sums of three hundred pounds and one hundred pounds and the interest thereof respectively and there remains due and owing on the security of the said in part recited Indentures of the ninth day of March one thousand eight hundred and sixty eight and the twenty fifth day of January one thousand eight hundred and seventy the sum of ~~four hundred and sixty two pounds~~ four hundred and sixty two pounds ~~fourteen~~ fourteen Shillings and ~~two~~ two Pence And Whereas the said messuage Windmill hereditaments and appurtenances were offered for sale by public auction at the Crown and Anchor Hotel in Framlingham on the eleventh day of January one thousand eight hundred and seventy nine but no adequate bidding was made for the same and the said Charlotte Garrett hath since contracted with the said George Edwards Jeaffreson for the sale to him of the said messuage Windmill and premises free from all incumbrances except except an annual land tax of one pound twelve shillings at or for the price or sum of four hundred and fifty pounds Now this Indenture witnesses that in pursuance of the said agreement and in consideration of the sum of four hundred and fifty pounds sterling to the said Charlotte Garrett in hand well and truly paid by the said George Edwards Jeaffreson on the execution of these presents the receipt whereof is hereby acknowledged she the said Charlotte Garrett doth grant bargain sell and release unto the said George Edwards Jeaffreson his heirs and assigns ~~that~~ that freehold messuage or Beer house called or known by the name of the "Mill Inn" and the orchard and lands thereto belonging containing two roods and eleven perches situate in Framlingham aforesaid in the occupation of

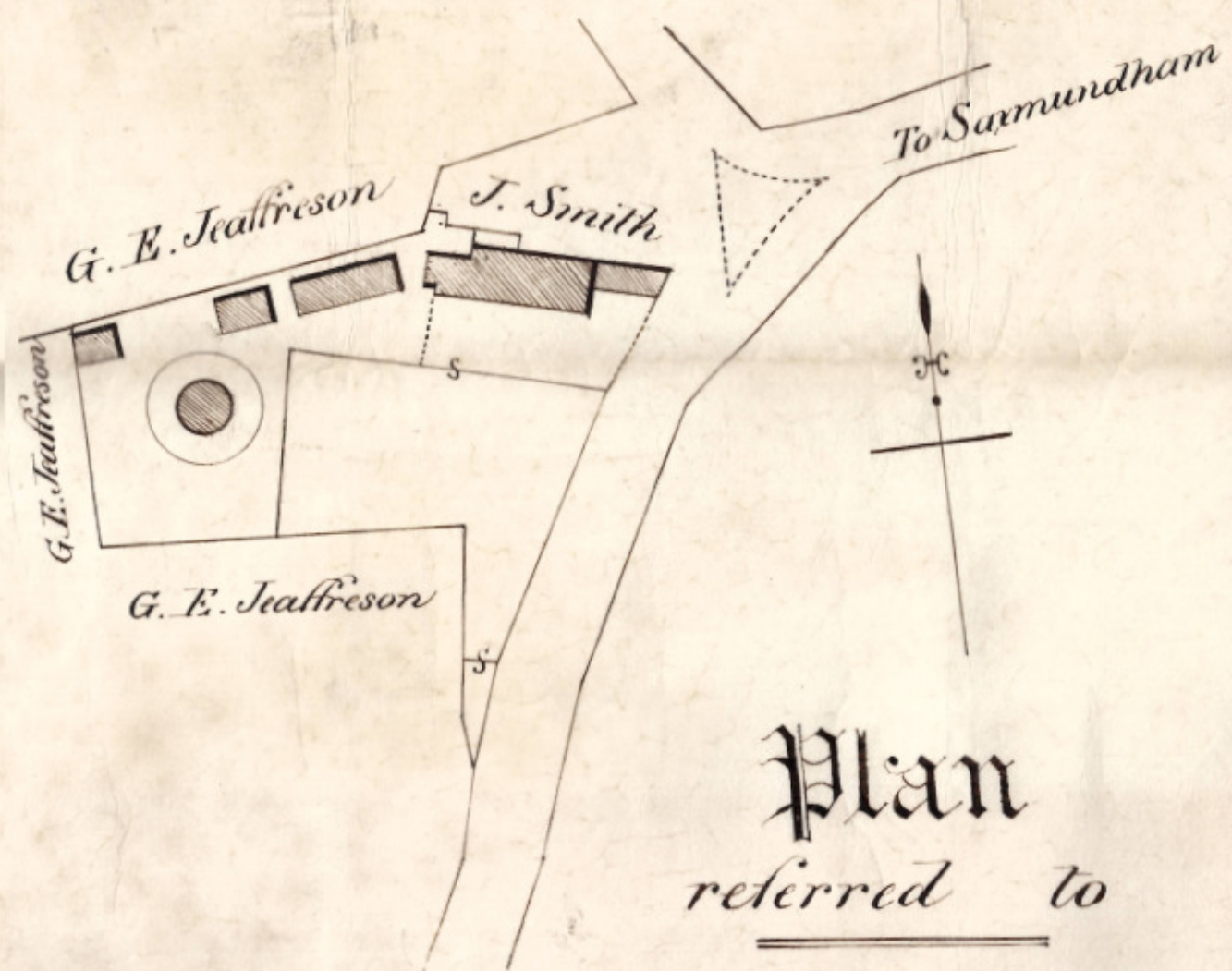
bounded on the west and south by other lands of the said George Edwards Jeaffreson lately purchased by him of Mr. Rigar on the east by a road leading from Framlingham to Saxmundham and on the north in part by meadow land of the said George Edwards Jeaffreson and in other part by cottage and land of Joseph Smith All which premises are more particularly delineated and described in the map or plan drawn in the margin of these presents and were lately known and described as follows All that messuage or tenement and orchard containing three roods of freehold land called Haynells situate lying and being in Framlingham aforesaid with a Windmill thereupon erected and built abutting upon the Queens Highway leading from Beamsford to the castle towards the south and upon the Green called Haynells Knowle towards the east and upon the lands formerly of James Studd and then late of John Hopkins towards the north and which premises were theretofore in the several tenures or occupations of Nathaniel True and Robert Brown afterwards of Thomas Jordan then owner of William Fitzhall his assigns or under tenants then of Richard Smith with their appurtenances except out of the said described Premises All that cottage and land then in the occupation of William Fitzhall situate on the north east side of the said messuage and garden as it was formerly set out and contained in the whole by measure ten perches bounded by a spur way there and land belonging to Mr. George Edwards north east the road leading from Framlingham to Saxmundham south east and the Mill yard house and garden south west And all outhouses edifices buildings ways paths passages waters watercourses right licenses easements and appurtenances to the said hereditaments belonging or appertaining And the reversion and reversions remainder and remainders rents issues and profits thereof and of every part thereof And all the estate right title interest use trust property possession benefit claim and demand whatsoever of her the said

Charlotte Garrett in to or out of the said messuage land and hereditaments to have and to hold the said messuage land hereditaments and premises unto the said George Edwards Jeaffreson his heirs and assigns To the use of the said George Edwards Jeaffreson his heirs and assigns forever And this Indenture also witnesses that in further pursuance of the said agreement and for the consideration aforesaid she the said Charlotte Garrett doth bargain sell assign transfer and set over unto the said George Edwards Jeaffreson his executors administrators and assigns that Windmill erected and built in or upon some part or parts of the said land hereditaments and premises and now or late in the occupation of

Together with all and singular the Stones and weights ropes sails tackle going gear machinery and appurtenances to the said Windmill belonging or appertaining to have and to hold receive take and enjoy the said Windmill chattels and appurtenances hereby assigned unto the said George Edwards Jeaffreson his executors administrators and assigns And the said Charlotte Garrett doth hereby for herself her heirs executors and administrators covenant with the said George Edwards Jeaffreson his heirs executors administrators and assigns that she the said Charlotte Garrett hath not at any time or times heretofore made done executed or suffered any act deed matter or thing whatsoever whereby or by reason or means whereof the said messuage land windmill chattels and premises or any part thereof are or may be impeached charged incumbered or affected in title estate or otherwise howsoever In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Charlotte

Garrett



Received on the day of the date of the within
written Indenture of and from the within
named George Edwards Deaffeson the sum
of four hundred and fifty pounds being the
consideration money within expressed to be
by him paid to me } £
450

Witness..

Edward. H. Denton

Charlotte Garrett

Signed sealed and delivered by the within named
Charlotte Garrett in the presence of

Edward H. Denton.

J. 457

