

DATED

14th May

1952

Purchased for Registration
this 15th day of May 1952
Wallace Robinson of Weymouth
52 Newhall Street
Birmingham 3

Agents for Excludes Having Supplied the
fee £1.1. - paid

BLOCK NO. 5.

MR. S. H. SHIPWAY

- to -

THE TRUSTEES OF THE SILVER BIRCH
HOUSING ASSOCIATION

END
Copy

U N D E R L E A S E

of a piece of land at Olton, in the
County of Warwick, being the site of
ten messuages intended to be known as
Numbers *49* to *67*
(*Odd* numbers inclusive)
Ebrington Avenue.

Evershed & Tomkinson,
Solicitors,
Birmingham.

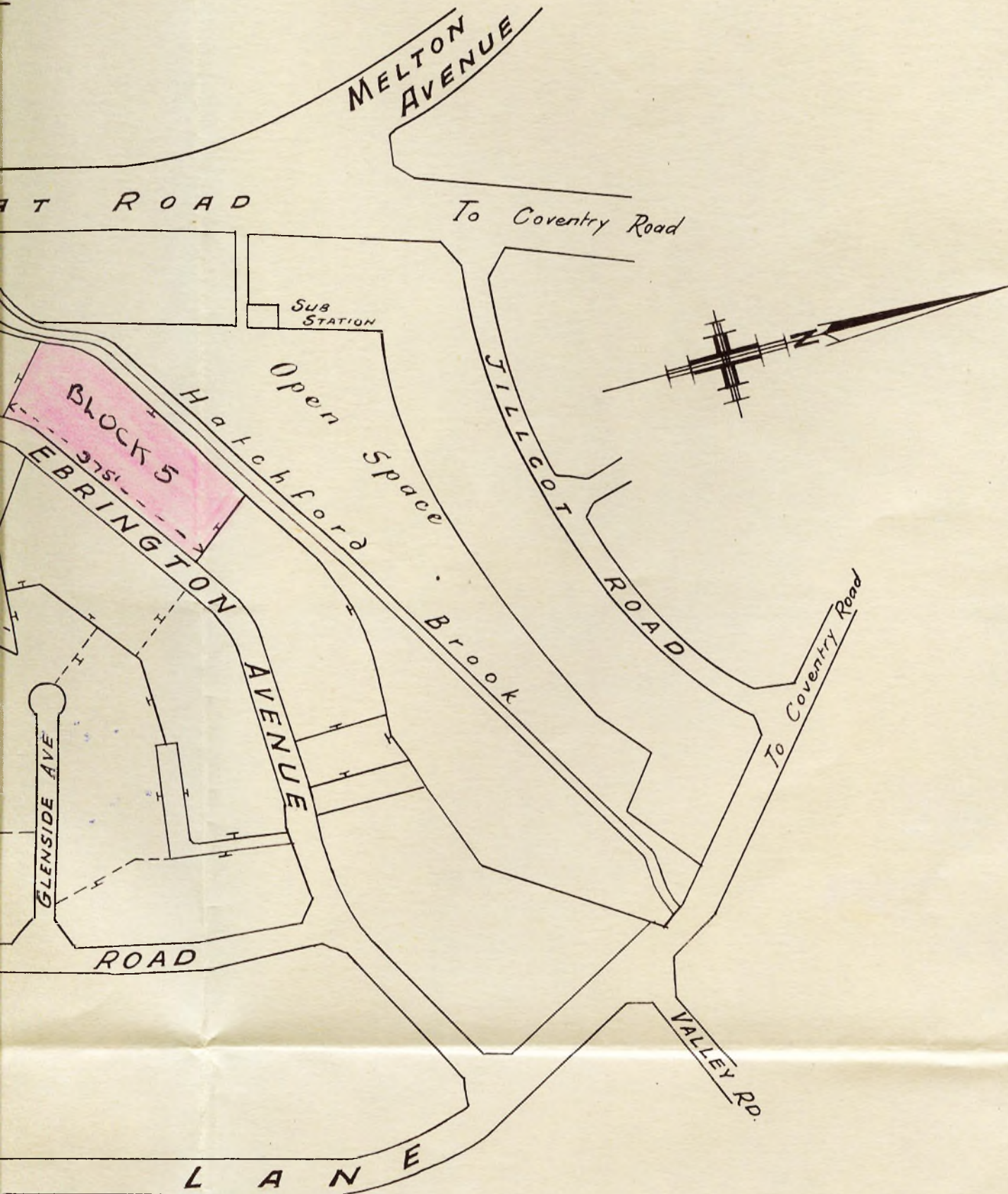
Stamp
and
P.S.
Counterpart
5s. 0d.

End with
Original in one
Person
Everlast
Lombard
Solicitors
Birmingham
11th March 1957

THIS UNDERLEASE made the *fourteenth* day
of *May* One thousand
two nine hundred and fifty one B E T W E E N SIDNEY HERBERT
SHIPWAY of 42 and 43 Horse Fair in the City of Birmingham
Estate Agent (hereinafter called "the Underlessor" which
expression where the context admits shall include the estate
owners for the time being of the reversion of the premises
hereby demised immediately expectant upon the term hereby
granted) of the one part and REGINALD NORMAN HARVEY of
263 Shenley Fields Road Selly Oak in the City of Birmingham
KENNETH JESSE QUINEY of 97 Daw End Lane Rushall Walsall and
JOSEPH WILLIAM DEBNEY of 12 Park Avenue Handsworth Birmingham
aforesaid (hereinafter called "the Underlessees" which
expression where the context admits shall include their
successors in title and assigns) of the other part

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

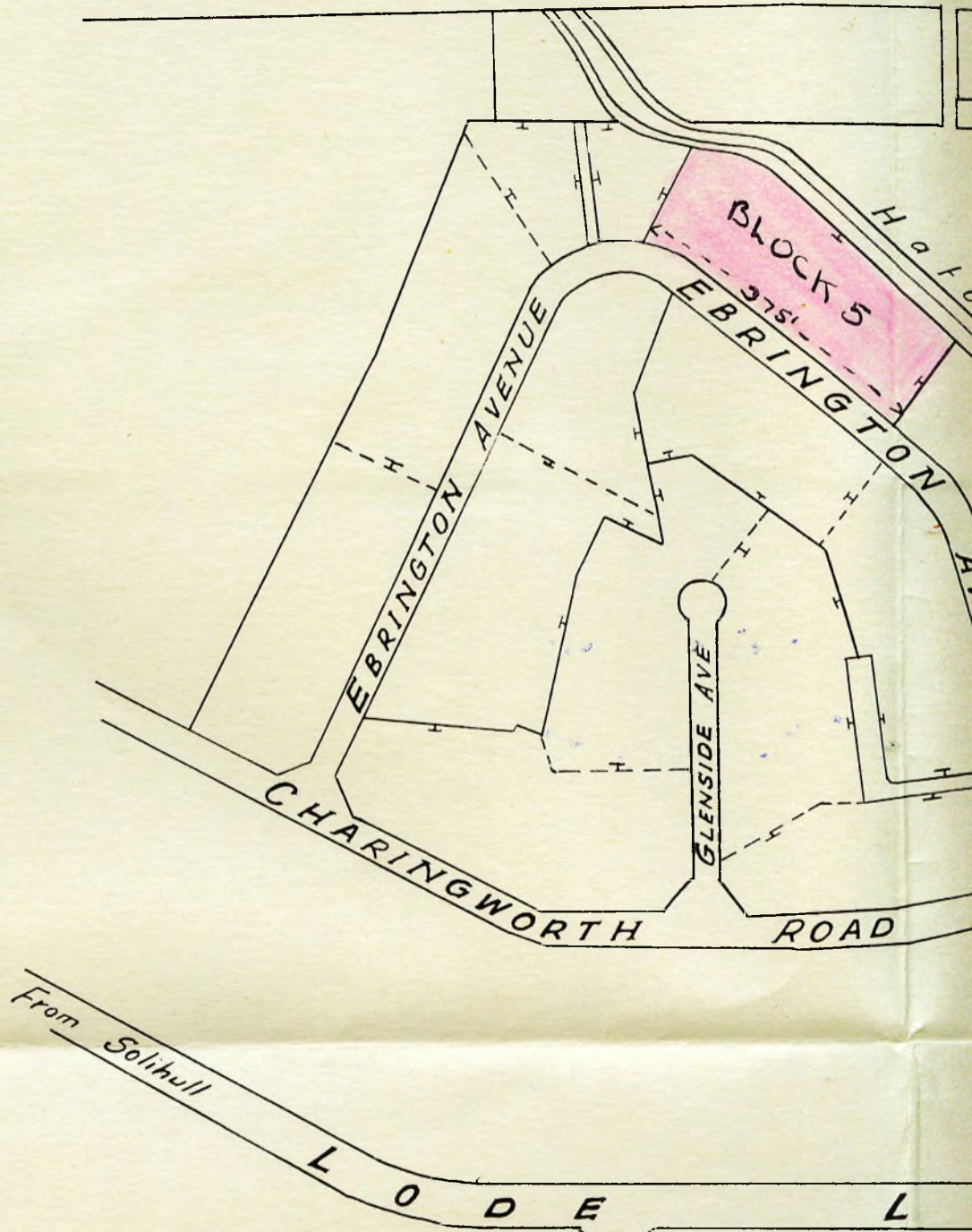
1. IN consideration of the rent hereinafter reserved and
the covenants and conditions to be performed and observed
by the Underlessees the Underlessor hereby demises unto the
Underlessees A L L THAT piece or parcel of land situate
at Olton in the County of Warwick and containing in area
Six thousand four hundred and fifty eight square yards
or thereabouts and for the purpose of identification only
delineated on the plan annexed hereto and thereon coloured
pink and marked **Block 5** which said piece of land forms part of
a larger piece of land demised to the Underlessor by a Lease
dated the Thirtieth day of June One thousand nine hundred and
fifty one and made between Excelda Housing Supplies Limited
(hereinafter called "the Superior Lessors") of the one part
and the Underlessor of the other part TOGETHER with a joint
right of way over Ebrington Avenue Charingworth Road and
Glenside Avenue or such of the said roads as may be necessary
and a joint right of user of the sewers and services therein



and
extension
1957.

PLAN REFERRED TO:-

From Solihull **H O B S M O A T R O A D**



SCALE :- 1/2500

Ed with planer Agud
Erected a Tank in area

11th March 1957.

until the same shall be adopted by the Local Authority AND TOGETHER with the right of way in common with all others entitled thereto over and along the pathway to be constructed from the most westerly point of Ebrington Avenue leading towards Hobs Moat Road so far as the same shall lie upon the land comprised in the Superior Lease until the same shall be adopted by the Local Authority but EXCEPT AND RESERVED unto the Underlessor and the Superior Lessors and their predecessors in title and their respective successors in title and their lessees tenants servants and licencees in common with all other persons entitled thereto full rights of drainage and passage of gas and electricity from and to their remaining property through the sewers drains and watercourses mains wires and cables constructed or to be constructed under the land hereby demised with liberty to enter upon the said land for the purposes of maintaining repairing renewing and making connections to the same the person or persons so entering making good all damage thereby occasioned and subject so far as affects the premises hereby demised to an Agreement made the Twenty third day of February One thousand nine hundred and thirty eight between Douglas Dyas James of the one part and the Birmingham Corporation of the other part relating to the laying and maintaining of electric cables and conduits and provided that the Underlessees shall not be deemed to have or acquire any rights of light or air or other easements or rights to the land hereby demised or any buildings hereafter erected thereon which would restrict or interfere with the free use of any adjoining or neighbouring land of the Underlessor or the Superior Lessors for building or any other purpose T O HOLD the same except and reserved as aforesaid unto the Underlessees from the Twenty fifth day of March One thousand nine hundred and fifty one for the term of NINETY NINE YEARS (except the last three days thereof)

YIELDING AND PAYING therefor unto the Underlessor until the Twenty fourth day of June One thousand nine hundred and fifty two a peppercorn rent (if demanded) on the Twenty fifth day of December One thousand nine hundred and fifty two of

Twenty Five Pounds — on the Twenty fourth day of June One thousand nine hundred and fifty three the rent of *Fifty Pounds* — and thereafter during the term hereby created the yearly rent of *One Hundred and Fifty Pounds* — payable by four equal quarterly payments on the usual quarter days in every year the first of such payments to be made on the Twenty ninth day of September One thousand nine hundred and fifty three and all such rents to be paid without any deduction whatever (except for landlord's property tax)

2. FOR consideration aforesaid the Underlessor hereby assigns unto the Underlessees A L L THAT the benefit of the covenant on the part of the Superior Lessors contained in the Superior Lease relating to the making up and completion of the said roads so far as the same relates to the premises hereby demised and the indemnity in respect thereof T O HOLD the same unto the Underlessees absolutely

3. THE Underlessees to the intent that the obligations may continue throughout the term hereby created hereby jointly and severally covenant with the Underlessor:-
(1) That the Underlessees will during the continuance of the term hereby created pay the said rent hereinbefore reserved and made payable at the times and in manner at and in which the same are hereinbefore reserved and made payable without any deduction (except as aforesaid)
(2) That the Underlessees will from time to time and at all times during the said term pay and discharge all rates taxes duties charges assessments impositions and outgoings whatsoever (whether parliamentary parochial local or of any other

description) which are now or may at any time hereafter be rated assessed charged or imposed upon or payable in respect of the demised premises or any buildings hereafter erected thereon or upon the owner or occupier in respect thereof (landlord's property tax only excepted)

(3) That the Underlessees will from time to time during the said term execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed by directed or required by any local or public authority to be executed in respect of the demised premises or any buildings hereafter erected thereon whether by the landlord or tenant thereof

(4) On or before the Twenty fifth day of March One thousand nine hundred and fifty three at the expense of the Underlessees in a good and substantial and workmanlike manner of the best materials and to the satisfaction of the Underlessor and Superior Lessors or their Surveyors to erect and complete on the said land so as to be fit for habitation and use ^{ten} detached and/or semi-detached private dwellinghouses with the usual outbuildings thereto and with all necessary fences and access roads and paths such buildings fences access roads and paths to be erected and constructed in accordance with plans and specifications to be first approved by the Underlessor's and Superior Lessors' Surveyors and each such dwellinghouse to be of an original selling value of One thousand pounds at least

(5) That the Underlessees will from time to time and at all times during the said term well and substantially repair cleanse maintain amend and keep the said dwellinghouses and all other buildings which may at any time during the said term be erected on the said land (hereinafter referred to as "the said premises") and all additions made thereto and the fixtures therein and the walls fences drains access roads

and paths and appurtenances thereof with all necessary reparations cleansings and amendments whatsoever

(6) That after the completion of the said dwellinghouses the Underlessees will jointly with all others having a right to use the same construct a pathway between the sites of the dwellinghouses intended to be numbered 43 and 45 in Ebrington Avenue and leading towards Hobs Moat Road and will repair and keep the same in repair until adopted by the Local Authority

(7) That after completion of the said dwellinghouses the underlessees will once in every third year of the said term and also during the last year thereof paint the outside wood iron and other work of the said premises usually painted with two coats of good oil and white lead paint in a proper and workmanlike manner and also will in every seventh year of the said term and also during the last year thereof paint all the inside wood iron and other work usually painted of the said premises with two coats of good oil and white lead paint in a proper and workmanlike manner and in such manner with every internal painting wash distemper and whiten all ceilings and colour all walls and repaper the rooms of the said premises usually so dealt with

(8) At the expiration or sooner determination of the said term the Underlessees will peaceably and quietly yield up the said premises so painted repaired cleansed maintained amended and kept as aforesaid together with all additions and improvements made thereto in the meantime and all landlord's fixtures in or upon the said premises or which during the said term may be affixed or fastened to or upon the same so as to form part of the freehold thereof

(9) That it shall be lawful for the Underlessor and the Superior Lessors and their agents twice or oftener in every year of the said term during reasonable hours in the daytime

with or without workmen or others to enter the said premises to view the state of repair and condition of the same and of all defects and wants of reparation then and there found to give or leave on the said premises notice in writing to the Underlessees and that the Underlessees will within the period of three calendar months after such notice or sooner if requisite repair and make good the same according to such notice and the covenants in that behalf hereinbefore contained

(10) That the Underlessees will permit the Underlessor and the Superior Lessors or their Surveyors or Agents at any time or times during the last seven years of the said term to enter the said premises or any part thereof during reasonable hours in the daytime and take schedules or inventories of the fixtures and things to be yielded up at the expiration of the said term

(11) That the Underlessees will not at any time during the said term without the licence in writing of the Underlessor and the Superior Lessors first obtained erect or suffer to be erected any new buildings on the said premises or make or suffer to be made any alterations or additions whatsoever in or to the said premises or any buildings which may be erected on the said premises without such licence as aforesaid either externally or internally or make any alteration in any boundary

(12) And also that each dwellinghouse now existing or hereafter erected on the land hereby demised shall be used only as a private dwellinghouse or a stable garage or other outbuilding belonging thereto and not for the purpose of any trade manufacture or business and that so much of the said land as shall remain unbuilt upon shall be used only as the yards gardens or pleasure grounds of such dwellinghouses and premises and in particular that no part of the said premises

nor any building erected on the said land shall be used as an hotel public house inn or tavern or otherwise for the manufacture sale consumption or supply of beer wines spirits or other intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied Provided that nothing in this covenant contained shall prevent any dwellinghouse being used for the purpose of any of the learned professions of which the only outward sign or intimation shall be a brass or other plate not exceeding one square foot in superficial area fixed to the said premises

(13) That the Underlessees will not work or permit to be worked any sand gravel or mines or minerals under any part or parts of the land hereby demised

(14) To insure and to keep insured against loss or damage by fire all buildings erections and fixtures of an insurable nature which at any time during the said term may be erected or placed upon the demised land or affixed to the said premises to the full replacement value thereof in the Sea Insurance Company Limited of Waterloo Street in the City of Birmingham or in such other insurance office as may from time to time be approved by the Underlessor and the Superior Lessors and none other in the names of the Underlessor the Superior Lessors and the Underlessees and whenever required to produce to the Underlessor and the Superior Lessors or their Solicitors or Agents the policy or policies and receipts or receipt for the premium or premiums of such insurance or insurances for the current year and in default thereof the Underlessor or the Superior Lessors may (but without prejudice to the power of re-entry herein contained) insure the said premises in the manner aforesaid and pay the premiums payable in respect thereof the premiums so paid and all incidental expenses to be repaid by the Underlessees to the

Underlessor or Superior Lessors as the case may be on demand and that in case the said premises or any part thereof shall at any time during the said term be destroyed or damaged by fire then and as often as the same shall happen to lay out all moneys received in respect of such insurance with all convenient speed in rebuilding repairing or otherwise reinstating the said premises in a good and substantial manner in accordance with plans elevations and in such other manner as shall be previously approved of in writing by the Underlessor and the Superior Lessors or their Surveyors and in case the same should not be sufficient to make good every such deficiency out of the Underlessees' own moneys

(15) That the Underlessees will within one calendar month next after any transfer assignment devolution or underlease of the Underlessees' interest in the said premises or any part thereof (except by way of Mortgage) give notice in writing of such transfer assignment devolution or underlease and of the name quality and place of abode of the transferee assignee or underlessee to the Underlessors' Solicitors and produce to them the instrument of such transfer assignment devolution or underlease and pay to them a fee of One pound one shilling for the registration of each such notice or document

(16) To erect and for ever after maintain on the road frontage of the said land good and substantial dwarf brick or stone walls with piers on either side of the entrance gates to each dwellinghouse

(17) That the front wall of any house or building to be erected on the said piece of land shall range and be in a line with or behind the present building line and no building or erection of any kind except architectural dressings and the bays and porches of a house or a boundary fence shall be erected on any portion of the said piece of land which is

between the present building line and the road on which the same fronts

(18) That no hoardings posters or boards shall be erected on the said piece of land for advertisement not relating to the selling or letting of the said premises or any part thereof

4. PROVIDED ALWAYS and these presents are upon this express condition that if the said rents hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Underlessees shall at any time fail or neglect to perform or observe any of the covenants conditions or agreements herein contained and on the Underlessees' part to be performed and observed then and in such case it shall be lawful for the Underlessor or any person duly authorised by him in that behalf into or upon the demised premises or any part thereof in the name of the whole to re-enter and the said premises peaceably to hold and enjoy thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Underlessor in respect of any antecedent breach of any of the covenants by the Underlessees hereinbefore contained

5. THE Underlessor hereby covenants with the Underlessees:-
(A) To pay the yearly rent of One thousand five hundred pounds reserved by the Superior Lease and to observe and perform the Lessees covenant therein contained so far as the same are not required to be performed by the Underlessees under the covenants on their part hereinbefore contained and to keep the Underlessees indemnified against the payment of the said rent and the performance and observance of the said covenants except so far as the same ought to be performed by the Underlessees herein

(B) That the Underlessees paying the rent hereby reserved and performing and observing the several covenants and conditions herein contained and on the part of the Underlessees to be observed and performed shall and may peaceably and quietly possess and enjoy the said premises during the said term without any lawful interruption or disturbance by the Underlessor or any person rightfully claiming under or in trust for him

6. IT IS HEREBY DECLARED that subject and without prejudice to the covenants hereinbefore contained the Underlessees shall hold the said premises upon trust to sell the same with power at discretion to postpone any sale and shall stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits until sale (after payment of rent taxes costs of insurance repairs and other outgoings) upon the trusts and with and subject to the powers and provisions which under a Trust Deed dated the Seventh day of November One thousand nine hundred and fifty and made between Henry Pestridge and others whose names addresses and occupations are set forth in the Second Schedule thereto of the one part and the Underlessees of the other part are declared and now subsisting with respect to money forming part of the Housing Fund belonging to the Silver Birch Housing Association (hereinafter called "the said Association") therein mentioned

7. IN addition to all the powers conferred by law on trustees the larger powers set forth in the Schedule hereto are conferred on the Underlessees by the said Trust Deed in relation to the property hereby demised

8. WHERE any trustees or trustee required to be appointed on the death or retirement or removal of any trustee or trustees such trustee shall be appointed by resolution of a general meeting of the said Association and the property

hereby demised shall be assigned to such new trustee or trustees so appointed by the said Association as aforesaid : by the surviving trustees or trustee or the personal representative or representatives of the last surviving trustee for the time being of this Deed but no person dealing with the trustees shall be concerned to see that any new trustees or trustee to whom the said property has been assigned as aforesaid has been appointed by the said Association as hereinbefore provided but shall be entitled and bound to assume that such new trustees or trustee have or has been validly appointed

9. THE Underlessor hereby acknowledges the right of the Underlessees to production and delivery of copies of the Superior Lease and hereby undertakes for the safe custody thereof.

I N W I T N E S S whereof the Underlessor and the Underlessees have hereunto set their hands and seals the day and year first before written

THE SCHEDULE before referred to

The following additional or larger powers are vested in the Underlessees by the hereinbefore mentioned Trust Deed namely:-
The Trustees in relation to the properties vested in them shall have the powers following that is to say:-

(i) Power at any time for the purpose of the Association to sell any freehold or leasehold properties accepted on and for the time being subject to the trusts hereof subject to any stipulations or conditions which they with the concurrence of the Association may deem proper

(ii) Power to lease or grant tenancies of any such freehold or leasehold property or any rights or privileges over or in relation to the same for any of the purposes of the Association and subject to such conditions and provisions as they with the

concurrence of the Association may think proper

(iii) Full and unrestricted power to raise any money required for any of the purposes of the Association whatever by mortgage or charge of any such freehold or leasehold property in such manner in all respects as the trustees may from time to time think proper and so that no mortgagee shall be concerned to enquire as to whether any money so raised is wanted or as to the purposes for which the same is being raised Provided that the interest on any money so raised shall not exceed the rate for the time being prescribed by the Treasury.

(iv) For the purposes aforesaid the trustees may execute and do all such assurances and things as they shall think fit

(v) Provided that the trustees shall not at any time or times exercise in relation to any freehold or leasehold property for the time being subject to the trusts hereof any power hereinbefore conferred on them subject to the trusts hereof any power hereinbefore conferred on them except with the previous consent of a majority of the members of the Association such consent to be evidenced by duly recorded and properly signed minutes of the Association but upon any sale mortgage or other dealing purporting to be made in pursuance of a power hereby expressly conferred on the trustees the purchaser mortgagee or other person dealing with the trustees shall not be concerned or bound to see or enquire whether such consent has been obtained or as to whether the sale mortgage or other dealing is made for the purpose of the Association or as to the necessity or otherwise as to the regularity of the sale mortgage or other dealing and such sale mortgage or other dealing shall so far as regards the safety and protection of the purchaser or mortgagee or other person dealing with the trustees be deemed to be within the

said powers and be valid and effectual accordingly

SIGNED SEALED AND DELIVERED by)
the said Sidney Herbert)
Shipway in the presence of:-)

S. H. Shipway

L.S.

D. V. Gyselynck,

246A Court Oak Road,
Birmingham.32.

Secretary

Dan Ready

Next group

EVERSHED & TOMKINSON,
SOLICITORS.

EDWARD EVERSHED
F. M. TOMKINSON
STANLEY EVERSHED
W. B. BAGNALL
G. H. COCKIN
J. A. RUTLEDGE

G.F. Schoelles

TELEPHONES:
CENTRAL 6828 & 6829

LOMBARD HOUSE,
GREAT CHARLES STREET,
BIRMINGHAM, 3.

2nd May, 1957.

Your ref.

Our ref. R/MJT

Mr. and Mrs. D. Ready,
57, Ebrington Avenue,
Lode Lane,
Solihull.

Dear Sir and Madam,

Re: Purchase of No. 57, Ebrington Avenue
from Trustees of Silver Birch Housing Association

We write to inform you that on your behalf we completed the purchase of the above underleasehold property at the price of £ 1081.11.9d. on the 8th April last.

We also completed the Mortgage of the property by you to the Bingley Building Society to secure a loan of £1150. repayable over a term of twentyfive years with interest at the rate of 6% per annum.

We are having the deeds of the property duly stamped and registering the Assignment with the Underlessor's Solicitors. We will then forward the deeds to the Building Society to hold as security for the loan made to you.

All outgoing payments payable in respect of the property up to the 8th April 1957 have been paid by Messrs. Shipway & Doble out of the Association's funds, and no further rent will be collected after 8th April 1957. There will be a small sum of money remaining in the hands of the Association after all expenses have been paid and this will be divided equally amongst the members when the winding up of the Association has been completed. The winding up of the Association is to be dealt with by Messrs. A.C. Hayes, Sheppard & Padmore, Solicitors, and their charges for so acting have been paid by us and are included in the account accompanying this letter.

For your assistance we set out below particulars of the various outgoing payments which are payable by you in respect of the property and we suggest that you should retain this letter for reference.

Ground Rent. The Ground Rent of £13.5.0d. per year is payable in arrear (less tax) by equal half-yearly instalments on the 25th March and 29th September in each year. The first payment will be due on the 29th September next, being a proportion for the period from 8th April 1957 to 29th September 1957, and you should receive a demand from the Underlessor's Agents for payment of this amount in due course.

Schedule 'A' Tax. This is a tax on the occupation of land, assessed in respect of the period from 6th April to 5th April in each financial

contd...../

TO

year, and the first payment will be due on 1st January 1958. The amount payable includes the amount of tax deducted from the payment of Ground Rent, and will be reduced by the amount of interest paid by you on the Mortgage Advance. The Association's Agents have informed the Inspector of Taxes of the sale to you and a demand for payment of Schedule 'A' tax will be forwarded to you at the beginning of next year. It may be that you will wish to have the tax liability set against your allowances and dealt with by an adjustment in your Coding; if so, we suggest that you see the Inspector of Taxes who issues your Notice of Coding.

General Rate. The rateable value of the property is £36^{+fs} and the amount payable is therefore thirtysix times the amount of the rate in the £ for the time being. General Rate is payable in advance by equal half-yearly instalments on the 1st April and 1st October in every year. The first payment by you is due now, and will be a proportion from the 8th April 1957 to 30th September 1957. The Solihull Council as Rating Authority should forward a demand for this amount to you within the next few weeks.

Water Rate. This is payable in arrear by equal half-yearly instalments on 29th September and 25th March in every year. The first payment will be due on 29th September next and will be a proportion from the 8th April 1957 to 29th September 1957, and the demand for this amount will be forwarded to you in due course by the City of Birmingham Water Department.

Building Society Repayments. The calendar monthly subscription is payable on the 10th day of each month commencing 10th June 1957. The sum should be paid in the manner indicated when you completed the Form of Application for a Mortgage Advance. We enclose herewith Building Society Pass Book, Rules and a set of Paying in Slips.

Insurance. The Underlease requires that the property be insured against Fire with the Sea Insurance Company Limited to the amount of the full replacement value. To comply with this covenant, Bingley Building Society require the property to be insured for comprehensive cover for the sum of £2,000. at least. We have requested the Sea Insurance Company Limited to hold the property covered on your behalf for this amount as from 8th April last, and to forward a Proposal Form to you for completion and return. The first premium will be payable on return of the Proposal Form and will be for a proportionate amount for the period from 8th April 1957 to 25th March 1958. The next premium will be payable on 25th March 1958 and will be for a slightly larger amount, since it will cover a full year.

Out of the Mortgage Advance of £1150. received by us we have paid the purchase price of £1081.11.9d. We enclose receipted account for our charges in connection with the purchase and Mortgage and for all disbursements paid by us, and we trust that this is satisfactory to you. We also enclose our cheque in your favour for £11.4.5d. being the balance due to you, and shall be glad if you will kindly acknowledge safe receipt.

If there is any further information which you require, kindly let us know.

Yours faithfully,

Evershed & Tomkinson

Dan Ready

Next group

Lombard House.
Great Charles Street.

No. 4150

Birmingham. 1st May 1957

Received from Mr & Mrs D. Ready,
the sum of Fifty Seven ———— Pound
Three ———— Shillings and Ten ———— Pence
this charges & disbursements as per account annexed.



£ 57-3-10

With thanks
Evershed & Tomkinson

EVERSHED & TOMKINSON.

THEY SMITH & SON (BIRMINGHAM) LTD.

Edward House,
Great Charles Street,
Birmingham, 3.

APRIL 30th 19 57

Mr. and Mrs. D. Ready,
No. 57, Ebrington Avenue, Lode Lane, Solihull.

To Evershed & Tomkinson, D^r
Solicitors. £ s d

R/MJT.

Payments.

Charges.

1956

Nov.,

to

1957

Apl.

TO our Professional Charges and Disbursements in relation to the following:-

1. Acting for the Trustees of the Silver Birch Housing Association (hereinafter called the Trustees) in the sale of the above property to you at an apportioned rent of £13.5.0d. for the sum of £1081.11.9d. including :-

- (a) Arrangements with Town Clerk, Solihull for obtaining consent of Minister of Housing to sales.
- (b) Approving and completing Agreement for termination of Subsidy Agreements.
- (c) Obtaining consent of Underlessor to join in Assignment to you and approving and completing Deed of Variation of Ground Rent.
- (d) Deducing Title.
- (e) Arrangements with Bingley Building Society as to discharge of Block Mortgages by Association, including ascertaining sum required to redeem.
- (f) Drafting Resolution to be passed by Members authorising this and other sales.
- (g) Attending Trustees with Subsidy Termination Agreement, Deed of Variation, Assignment to you and Duplicates and all other necessary documents; giving explanation and obtaining their approval and signature thereto.
- (h) Attendances upon Messrs. Shipway & Doble to agree procedure for completion of outgoings, collection of rent etc.

	Payments.			Charges.		
Scale fee as per Solicitors' Remuneration Acts and Orders £24.						
2. Acting for you in the purchase of the above property upon the terms mentioned above, including:-						
(a) Investigation of Title.						
(b) Making Searches and Enquiries of Local Authority and at H.M. Land Registry, London.						
(c) Drafting Assignment; attending you with Assignment, explaining same and obtaining your approval and execution thereto.						
(d) Completing Assignment in duplicate and forwarding copy to Underlessor's Solicitors, together with formal notice thereof.						
(e) Attendances at Stamp Office, correspondence with Inland Revenue and adjudication and payment of Stamp Duty on Assignment.						
Scale fee as per Solicitors' Remuneration Acts and Orders £24.						
Special fee in respect of Sale and Purchase charged with consent of Birmingham Law Society				31.	10.	0.
Lodging prescribed particulars with the Stamp Authority.					10.	6.
3. The Mortgage of the above property by you to the Bingley Building Society to secure an advance of £1150.						
Fee as per Society's Scale				8.	10.	0.
<u>PAID</u> Stamp Duties	8.	19.	0.			
Searches	1.	12.	3.			
Proportion of Printing Charges	3.	1.	0.			
Registration Fee	1.	1.	0.			
Proportion of Solihull Town Clerk's Fees.		3.	9.			
Proportion of Messrs. A.C. Hayes, Sheppard & Padmore's Fees for acting for Underlessor and in anticipation of Winding-up of Association	1.	16.	4.			
	16.	13.	4.	40.	10.	6.
				16.	13.	4.
				£57.	3.	10.

Dan Ready

Next group

BRADFORD & BINGLEY BUILDING SOCIETY

Bingley, West Yorkshire BD16 2LW

Telephone 0274-568111

Chief General Manager: R.T.Gardner, F.B.S.



Your reference: _

In reply please quote MR/288/DM

27th July, 1981

Mr. D. Ready,
57 Ebrington Avenue,
Solihull,
Warwickshire

Dear Sir,

Account No. 10M 113523D - Ready
Property. -

With reference to the above mortgage account we have pleasure in returning the enclosed documents duly sealed.

Yours faithfully,

A handwritten signature in red ink, appearing to be 'R.T. Gardner', written over a horizontal line.

For Mortgage Administration Manager.

Enclosures:

Title Deeds

DATED

8th

April

1957.

Roll No. BK 113523

MR. & MRS. D. READY

TO
BINGLEY BUILDING SOCIETY.

Legal Charge

OF

~~UNDERLEASE~~...HOLD PREMISES SITUATE
and known as No.57 Ebrington Avenue
Solihull in the County of Warwick

LC/F-L7/53



This Legal Charge is made the

Eight day of April

one thousand nine hundred and fifty-seven

BETWEEN

DANIEL READY of 57 Ebrington Avenue Lode Lane Solihull
in the County of Warwick Electrician and MARIAN READY of
the same address his wife -----

(hereinafter called "the Mortgagor") of the one ----- part

and BINGLEY BUILDING SOCIETY of 4 Park Road Bingley in the County
of York incorporated under the Building Societies' Acts (hereinafter called
"the Society") of the other part WHEREAS the Mortgagor is a
member of the Society and the holder of 11¹/₂ E60 shares of
One hundred -- pounds each therein and is according to the Rules
of the Society entitled to receive out of the funds thereof by way of advance
the sum of One thousand one hundred and fifty Pounds -----

in respect of his said shares which sum the Society has agreed to advance
to him upon his executing these presents AND WHEREAS the Mortgagor
is the owner of the legal estate in the Underlease hold property described
in the First Schedule hereto free from incumbrances AND WHEREAS in accor-
dance with the said Rules further advances upon the security of the said
property may hereafter be made to the Mortgagor out of the funds of the
Society in respect of additional shares which he may hereafter hold therein and
the Directors may allow the Mortgagor wholly to suspend the monthly pay-
ments payable in respect of his said shares during such period and upon such
terms as the Directors think fit it has been agreed that these presents shall be
executed as security as well for the subscriptions interest fines and other
moneys payable in respect of the said advance of One thousand one
hundred and fifty Pounds -----

now intended to be made as also such further advances as may hereafter
be made as aforesaid and in respect of any shares the monthly payments on
which are or have been suspended -----

AND WHEREAS the said property was on the 1st day of July, 1948 used
as vacant land -----

and for such other purposes as such user would authorise under or by virtue
of the Town and Country Planning Act, 1947 (hereinafter referred to as
"the Act of 1947")

AND WHEREAS since the 1st day of July 1948 the said
user of the said property has been altered to include
user for the purposes of a semi-detached private bungalow
in accordance with a planning permission dated the 23rd
day of April 1951 -----

NOW in consideration of the sum of One thousand one hundred
and fifty Pounds -----
now paid by the Society out of the funds thereof to the Mortgagor (the
receipt whereof the Mortgagor hereby acknowledges) THIS DEED
WITNESSETH as follows :—

1. THE Mortgagor as beneficial owner hereby charges by way of Legal
Mortgage ALL the property described in the First Schedule hereto with the
payment to the Society of the principal moneys interest and other moneys
hereby covenanted to be paid by the Mortgagor under this Deed or under
the present or future Rules of the Society in force during the continuance
of this security or otherwise secured by these presents.

2. THE said property is held at the date hereof for use as a
semi-detached private bungalow -----

together with the right to use the said property for such other purposes as
may now or hereafter be authorised in connection with such user aforesaid
under or by virtue of the Act of 1947 or any Act for the time being amending
or replacing the same.

3. IF the said property or any part thereof is at the date hereof subject
to any restriction or other obligation (other than designation for compulsory
purchase) imposed under or by virtue of the Act of 1947 whereby the said
property or any part thereof cannot lawfully be used and enjoyed for any
or all of the purposes hereinbefore contained such restriction or obligation
shall be deemed to be an incumbrance within the meaning of the covenant
implied by the Law of Property Act, 1925 by the Mortgagor being expressed
to charge as Beneficial Owner.

4. THE Mortgagor -----
 covenants with the Society as follows :--

- (a) That the Mortgagor -----
 will from time to time pay all instalments or subscriptions interest fines and other moneys and make all such other payments as according to the Rules of the Society for the time being in force or by this Deed may become payable in respect of the said shares or the said advance and in respect of any additional shares or further advances as aforesaid and will at all times hereafter perform and observe all other the present and any future Rules of the Society in respect of the said Shares or the said advance except so far as such Rules are expressly modified by this Deed.
- (b) If any of the instalments or subscriptions hereinbefore covenanted to be paid shall be suspended by Resolution of the Directors in accordance with the Rules of the Society to pay monthly in accordance with the said Rules or otherwise as the terms of such Resolution of the Directors require interest on the sum advanced and any part or parts of the principal thereof required by such Resolution to be paid and upon the cesser of such suspension whether by lapse of time or by further Resolution of the Directors or otherwise to resume payments of the said monthly instalments in accordance with the said terms of advance.
- (c) That the Mortgagor shall keep all buildings erected upon the property hereby charged in good and substantial repair to the satisfaction of the Society and in the case of an advance in contemplation of erection of buildings upon the property hereby charged shall proceed with and continue and complete the erection of such buildings in a proper manner and with due diligence and to the satisfaction of the Society or its Surveyor.
- (d) That the Mortgagor will either insure through the Society or permit the Society at the expense of the Mortgagor to insure the property charged against loss or damage by fire and other risks for such amounts in such manner and in such office as the Society may from time to time determine, but subject to the observance and performance of the covenants contained in the Underlease under which the property is held.
- (e) That all the provisions herein contained as to insurance against fire and other risks shall extend to Aircraft and any other risks which the Society consider ought to be insured against.
- (f) That the Mortgagor will pay to the Society all premiums necessary for effecting and keeping up any such insurances within seven days after the date when the same shall have become due.
- (g) To observe and perform all covenants and provisions contained in or mentioned or referred to by the Conveyance or other disposition under which the Mortgagor holds the property hereby charged.

- (h) That no person shall be registered as proprietor of the property charged or any part thereof under the Land Registration Act 1925 without the consent in writing of two of the Directors on behalf of the Society.
- (i) The Mortgagor ----- will on demand pay to the Society any balance which may remain due after the realisation of this security.
- (j) That the Mortgagor will not at any time during the continuance of this security without the previous consent in writing of the Society erect make or maintain or suffer to be erected made or maintained on the property hereby charged or any part thereof any building erection or improvement or make or suffer to be made any material change or addition whatsoever in or to the use of the said property or any building or erection thereon or any part thereof which shall constitute development within the meaning of the Act of 1947.
- (k) If the Society shall give its consent in manner aforesaid the Mortgagor will at his own cost make such application to the local planning authority as defined by the Act of 1947 as may be necessary for permission to erect make or maintain such building erection or improvement or to make such material change in or addition to the use of the said property either on his own behalf or on behalf of the Society and will give to the Society full particulars of the result of such application within seven days of the receipt thereof by him from the said authority.
- (l) That the Mortgagor will within seven days of the receipt of notice of the same by him give full particulars to the Society of any notice or order or proposal for a notice or order given issued or made to the Mortgagor by a planning authority under or by virtue of the Act of 1947 and if so required by the Society will produce such notice order or proposal to the Society and will without delay take all reasonable or necessary steps to comply therewith And also will at the request of the Society make or join with the Society in making such objection or objections or representation or representations against or in respect of any such notice or order or proposal for a notice or order as the Society shall deem expedient.
- (m) That the Mortgagor will not otherwise do or omit or suffer to be done or omitted any act matter or thing in on or respecting the said property hereby charged which shall contravene the provisions of the Act of 1947 or any of them.

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

(1) If at any time

- (a) default shall be made by the Mortgagor -----
----- in payment of any three of the said instalments

subscriptions interest fines or other payments in respect of the said present or any further advance or

- (b) the Mortgagor -----
shall fail to observe and perform any of the covenants herein expressed or implied or
- (c) the Mortgagor shall commit an act of bankruptcy or enter into any statutory or other composition or arrangement with his Creditors generally or being a Corporation go into liquidation or
- (d) the Society shall cause to be given to the Mortgagor or left at the Mortgagor's usual or last known place of abode or upon any part of the property charged three months previous notice in writing under the hand of an officer of the Society authorised in that behalf requiring payment of such a sum of money as would at the expiration of such notice be requisite according to the Rules of the Society to redeem the said property and also to pay all subscriptions fines and costs and other payments and money then due to the Society under the said Rules and this Deed or otherwise and default shall have been made in such payment at the expiration of such notice or
- (e) An order for compulsory acquisition of the property hereby charged or any part thereof shall be made and confirmed under or by virtue of the Act of 1947 or
- (f) an order shall be made and confirmed under or by virtue of the Act of 1947 requiring any use of the property hereby charged to be discontinued or imposing conditions on the continuance thereof or requiring any buildings or works thereon to be altered or removed

then and in any such case the whole of the moneys then payable under this Deed shall be deemed to be forthwith due and owing and the Society may at any time thereafter without any previous notice to or concurrence of the Mortgagor :—

- (i) Enter into possession or into the receipt of the rents of the property charged :
- (ii) Let or demise the property charged or any part thereof for any term of years or from year to year or monthly weekly or otherwise at such rent and upon such terms and conditions as the Society may think fit :
- (iii) Exercise the power of sale (whether in possession or not) and power of appointing a Receiver conferred on Mortgagees by the Law of Property Act 1925 and so that the power of sale may be exercised without the restrictions imposed by section 103 of that Act :
- (iv) Effect and carry out upon the property any such repairs as the Society shall consider necessary or desirable for the maintenance protection or improvement thereof or of the security hereby created and so that the Society in acting under this power shall not be deemed to be a Mortgagee in possession or become liable as such.

(2) The Society may at any time transfer the benefit of this Legal Charge to any person and in such case the whole of the money then owing to the Society in connection with this Security shall thenceforth be deemed to be principal money then already due and bearing interest at the rate of -----

six ----- per centum per annum from date of such transfer and such interest shall thenceforth be payable by half-yearly payments the first payment to be made at the expiration of six months from the date of such transfer and the transferee shall have the benefit of all the covenants and provisions herein contained and may at any time thereafter exercise all rights and remedies of the Society for securing the said principal money and interest but so that the references in this Deed to the Rules of the Society or to the membership of the Mortgagor shall cease to have effect and every statement of fact contained in such transfer shall as against the Mortgagor be deemed conclusive.

(3) That if default shall be made by the Mortgagor ----- in the performance of any of the covenants on his part herein or in the Rules for the time being of the Society contained or by Statute implied herein it shall be lawful for but not obligatory upon the Society to perform such covenant and to pay all costs and other expenses occasioned thereby and that every sum of money paid or expended by the Society for any such purpose (expressly including any costs charges or expenses incurred or paid by the Society by virtue of or in connection with any act matter or thing arising under or by virtue of the Act of 1947 whether or not occasioned by any act neglect or default of the Mortgagor) with interest thereon at the rate chargeable on the advance under the Rules or this Deed from the time of the expenditure thereof shall on demand be repaid to the Society by the Mortgagor

and until such repayment shall be a charge upon the property hereby charged.

(4) The Rules of the Society in force from time to time and binding upon the Mortgagor shall be incorporated in and be deemed to be read and construed together with these presents so far as they are not varied hereby.

(5) The powers hereby conferred on the Society are in addition to all other powers and remedies vested in the Society under the Rules from time to time thereof or by Statute for recovering or enforcing payment of the money intended to be hereby secured.

(6) (a) That whenever any insurance is effected through the Agency of the Society all sums allowed to the Society by way of commission or otherwise by the Insurers shall belong to the Society and the Society shall not be required to account to the Mortgagor therefor.

(b) That if the Mortgagor shall effect any insurances on the said property every insurance so effected shall be in the joint names of the Society and the Mortgagor and if any moneys are received by the Mortgagor under any insurances on the property hereby charged

he shall hold such moneys as trustee for the Society and shall forthwith pay the same over to the Society if there shall then be owing to the Society any moneys on the security of this Legal Charge.

(7) (a) Section 93 of the Law of Property Act 1925 (which restricts the consolidation of Mortgages) shall not apply to this Charge.

(b) The Common Law and Statutory powers of leasing or of agreeing to lease shall not be exercisable by the Mortgagor without the written consent of the Society which need not be expressed in such lease or surrender or agreement.

(8) The Society may at any time when in the opinion of its Directors the state of the money market or other good cause so requires by written notice to the Mortgagor temporarily raise the rate of interest under this security which is now calculated at Six ----- per centum per annum to a rate not exceeding the maximum rate of interest on advances according to the Rules of the Society for the time being and this security shall in that case be deemed to be varied and have effect accordingly.

6. THE Mortgagor hereby attorns tenant to the Society of the property charged at the yearly rent of sixpence if demanded. Provided always that the Society may at any time after becoming entitled to exercise the powers mentioned in clause 5 hereof without giving to the Mortgagor any notice determine the tenancy hereby created and re-enter upon the property but so that neither the receipt of the said rent nor the said tenancy shall render the Society liable to account to any person as Mortgagee in possession.

7. THE Mortgagor hereby irrevocably appoints the Society his Attorney in his name and on his behalf to agree compromise or settle any claim commence prosecute or compromise legal or arbitration proceedings and collect and give good receipts for all claims which shall arise and all moneys which shall become due and payable under any insurances effected under the provisions of Clauses 4 (d) and 5 (6) hereof or otherwise by the Mortgagor on the said property and for such purposes to execute sign make and do all such deeds documents acts and things as may be necessary or desirable.

8. UNLESS the context otherwise requires the following expressions shall have the meanings hereby assigned to them respectively that is to say :—

“The Mortgagor” shall include the persons deriving title under him ;

“The Society” shall include its successors and assigns ;

Words importing the masculine gender only shall include the feminine gender ;

Words importing the singular number only shall include the plural number and vice versa and where there are two or more persons included in the expressions “the Mortgagor” or “the Surety” covenants expressed to be made by the Mortgagor or the Surety shall be deemed to be made by such persons jointly and severally.

IN WITNESS whereof the hand and seal of the Mortgagor _____
 _____ has been set hereunto and the Society has hereunto
 affixed its Common Seal the day and year first above written.

THE FIRST SCHEDULE

hereinbefore referred to.

ALL THAT piece of land having a frontage of twelve yards
 one feet six inches to Ebrington Avenue (off Lode Lane)
 Solihull in the County of Warwick being part of land comprised in
 and demised by an Underlease dated the fourteenth day of
 May 1952 and made between Sidney Herbert Shipway of
 the one part and Reginald Norman Harvey Kenneth Jesse Quiney and
 Joseph William Debney of the other part AND ALSO ALL THAT semi-
 detached bungalow with the outbuildings thereto now erected and
 standing thereon or on some part or parts thereof and known as
 No. 57 Ebrington Avenue aforesaid which said piece of land
 semi-detached bungalow and the premises are for the purposes of
 identification only delineated on the plan annexed to an Assignment
 of even date herewith made between the said Reginald Norman Harvey
 Kenneth Jesse Quiney and Joseph William Debney of the first part
 Sidney Herbert Shipway of the second part and the Mortgagor of the
 third part and thereon edged pink AND ALSO ALL THAT the benefit
 of the covenant on the part of Excelda Housing Supplies Limited
 contained in a Lease dated the 30th day of June 1951 made between
 the said Excelda Housing Supplies Limited of the one part and the
 Underlessor of the other part relating to the making up and
 completion of (inter alia) Ebrington Avenue so far as the same
 relates to the property hereby charged and the indemnity in
 respect thereof TOGETHER WITH the Rights and Subject to the
 Exceptions and Reservations more particularly mentioned in the said
 Assignment All which said property was assigned to the Mortgagor
 by the said Assignment for all the residue now unexpired of the
 term of 99 years (except the last three days thereof) from the 25th
 day of May 1951 granted by the said Underlease Subject to the
 payment of the yearly rent of £13. 5. 0. reserved by the said
 Assignment being a legally apportioned part of the yearly rent of
 £132.10.0 reserved by the said Underlease as varied by two
 Deeds of variation more particularly mentioned in the said
 Assignment and Subject also to the observance and performance of
 the covenants on the part of the Underlossee and the Mortgagor and
 the conditions contained in the said Underlease Deeds of Variation
 and Assignment so far as the same relate to the property hereby
 charged

SIGNED SEALED AND DELIVERED
by the said DANIEL READY in
the presence of:-

D. Ready.

M. J. Tollett
SS. Sticker with
Envelopes & Tankmen
B. hem

SIGNED SEALED AND DELIVERED
by the said MARIAN READY in
the presence of:-

M. Ready.

M. J. Tollett

~~ALL which premises~~ -----
 were by a ----- lease dated the ----- day of -----
 ----- One thousand ----- hundred and -----
 made between -----

demised unto the said -----
 for the term of ----- years from the ----- day
 of ----- one thousand ----- hundred
 and ----- subject to the yearly rent
 of -----

thereby reserved and the covenants and conditions therein contained and
 on the part of the lessee to be observed and performed.

~~THE SECOND SCHEDULE~~

~~hereinbefore referred to;~~

BRADFORD *mp*

The Bingley Building Society hereby acknowledge to have received
all moneys intended to be secured by the within written Deed.

IN WITNESS whereof the Seal
of the Society is hereto affixed
this *24th* day of
JULY One thousand
nine hundred and *EIGHTY ONE*
by order of the Board of Directors
in presence of :—



Director.

mp
ASSISTANT MORTGAGE
ADMINISTRATION MANAGER

Joint Secretary.

By Authority of the Board of Directors

Dan Ready

Next group

20th July, 1972

Leasehold Reform Act 1967 - Freehold Purchase

One of the first applications to be placed before the Land Tribunal resulted in the award of freehold purchase to the applicant for a sum equivalent to ten years ground rent.

Investigations which have been made into the possibility of similar arrangements for the leaseholders on this estate have now reached the stage where it is deemed necessary to ascertain the views of everyone concerned.

You are therefore invited to attend a meeting to be held in the Church Hall, St. Mary at the Moat, Hob 's Meadow, on Wednesday, 9th August, 1972 at 8 p.m.

Received from *D. Ready* of *57 Abington Ave Solihull*

Solihull the sum of £3. 00 (Three pounds) in respect of test case under Leasehold

Reform Act, 1967

For and on behalf of Mr. R. Sumpter, 6 Ebrington Avenue, Solihull

Date *26/11/72*

Signature *R. J. Gurney*

Mrs. L.G. Shipway to

Mrs Mrs D. Ready

Completion Statement as at 24th June, 1973.

Re: *57 Ebrington Ave.* Olton, Solihull.

Purchase money.	159 . 00
Vendor's Solicitors charges including VAT	22 . 00
Vendor's Agents Charges including VAT	17 . 33
Ground Rent due to Completion date.	<i>6 . 62</i>

£ *204-95*

A.C. Hayes Sheppard & Padmore

V.A.T. 109-3060-02

Purchase of Freehold - Leasehold Reform Act 1967

You are requested to attend a meeting to be held in the Church Hall, St. Mary-at-the-Boat on Monday 30th April 1973 at 8.30 p.m.

An offer of £160 has now been made by the Landlords and the valuer employed on your behalf recommends acceptance. This offer is a very considerable reduction on the original figure of £330 and is in line with a recent Land Tribunal decision given in respect of properties in Monastery Drive, Solihull.

It is anticipated that the legal fees per plot will vary between £40 and £50 depending on whether the transaction is concluded by direct purchase or through a Building Society.

Will you please indicate on the attached tear-off slip that you are prepared to accept this offer. Acceptances will be collected at the conclusion of the meeting. If you are unable to attend will you please hand your acceptance to your representative.

SHIPWAY, DOBLE & EARLE

CHARTERED SURVEYORS & VALUERS

ESTATE AGENTS & AUCTIONEERS

SENIOR SURVEYOR

JEREMY BRADBURY, A.R.I.C.S.

TELEPHONE: 021-643 8822 (5 LINES)

TELEGRAMS: CHARTEST, BIRMINGHAM

TELEX: 338926

061032
JOHN B DOBLE, F.R.I.C.S., F.I.A.S., F.I.A.R.B.
BRIAN R DAVIES, F.R.I.C.S., F.R.V.A.
J. ANTHONY EARLE, F.R.I.C.S.
MICHAEL R BRADBURY, F.R.I.C.S., F.R.V.A.
R DAVID EARLE, M.A., A.R.I.C.S.
H. STEPHEN QUINEY, F.R.I.C.S.
CHARLES A E SMALLWOOD, A.R.I.C.S.
ANDREW J REDDY, F.R.I.C.S., F.R.V.A.
MALCOLM B PENNYQUICK, A.R.I.C.S., A.R.V.A.
RICHARD J DOBLE, A.R.I.C.S.
PETER G. VEITCH, A.R.I.C.S.
MICHAEL F. DOBLE, A.R.I.C.S.

SCALA HOUSE · HOLLOWAY CIRCUS · BIRMINGHAM · B1 1EH

YOUR REF.

OUR REF. **AA/PAB**

20th July 1973

**D. Ready, Esq.,
57 Ebrington Avenue,
Sheldon, Works.**

Dear Sir,

We attached herewith our cheque for the sum of £6.63 being the amount received by us from your Bankers under the standing order agreement. We understand that you have now purchased your freehold interest and accordingly we should be pleased if you would instruct your Bankers to cancel the standing order.

Yours faithfully

Shipway Doble and Earle

EVERSHED & TOMKINSON

Solicitors

J. A. RUTLEDGE, G. F. SCHOELLES, W. S. ELLIS, M. J. TOLLETT, P. R. BROMAGE,
R. R. VAUGHTON, J. E. ROWLEY, W. I. JOLLIE, D. S. HAGGETT, P. G. BATTYE,
A. G. D. INGLIS, J. M. JENNINGS, H. S. WILLIAMS, C. P. WOLF, M. TITCOMB,
H. W. CHAPMAN, N. G. WATKINS

Associate: H. E. BRUNT

LOMBARD HOUSE
145, GREAT CHARLES STREET
BIRMINGHAM, B3 3LX

Telephone: 021-236 4981
Telex: 336688

Your Ref.

Our Ref.

HJ/6/P.491

D. Ready, Esq.,

57 Ebrington/Glenside Avenue/
Charingworth Road,
Sheldon,
Solihull,
Warwickshire.

27th June 1973

Dear Sir ~~and Madam,~~

Purchase of freeholds in Charingworth Road,
Ebrington Avenue and Glenside Avenue.

We are pleased to advise you that the purchase of the freehold of your property was completed on 25th June 1973 and the price and expenses as detailed in our previous letter have been provided from the monies you have paid to us. The amount paid on completion includes Ground Rent due up to the completion date and if you receive a Ground Rent Demand it should be ignored.

The Transfer and relevant application papers will now be forwarded to H.M. Land Registry, Nottingham, so that your ownership of the freehold interest can be registered. This may take several weeks.

Please complete the slip enclosed and return with your instructions for the disposal of the Deeds on completion of registration. The Deeds of your existing Underleasehold interest must be kept safely as they will have to be produced on any future sale or other dealing with the property.

Accordingly we recommend that the Deeds of the Freehold and Underleasehold interests should be kept together. If your Underleasehold interest is in mortgage we recommend that the Freehold Deeds are sent to the Building Society also.

We wait to hear from you.

Yours truly,

Encl.

Evershed & Tomkinson

Form sent 20/7/73.

19th Oct 73.

Transfer of Part of
Freehold.

Under Lease (copy)
Shipway

Land certificate

59 = Title No WK218150

Assignment

from

R N Harvey & others
to H Foster.

EVERSHED & TOMKINSON

J. A. RUTLEDGE, G. F. SCHOELLES, W. S. ELLIS, M. J. TOLLETT, P. R. BROMAGE,
R. R. VAUGHTON, J. E. ROWLEY, W. I. JOLLIE, D. S. HAGGETT, P. G. BATTYE,
A. G. D. INGLIS, J. M. JENNINGS, H. S. WILLIAMS, C. P. WOLF, M. TITCOMB,
H. W. CHAPMAN, N. G. WATKINS

Associate: H. E. BRUNT

Your Ref.

Our Ref.

HJ/6/P.491

Solicitors

LOMBARD HOUSE
145, GREAT CHARLES STREET
BIRMINGHAM, B3 3LX

Telephone: 021-236 4981
Telex: 336688

*June
June.*

Mr. & Mrs. D. Ready,
57 Ebrington/~~Kenside~~ Avenue,
Sheldon,
Solihull,
Warwickshire.

14th June, 1973.

Dear Sir, and Madam,

Freehold Ground Rent Purchase.

We are arranging to complete your freehold purchase on
24th June 1973 and the total required from you is made up
as follows :-

Purchase Price Vendors Solicitors
and Agents Charges and Ground
Rent payable by you up to
24th June 1973 as shown in
Statement enclosed

£204.95

Our charges and disbursements
per Tax Invoice enclosed

£14.80

Deduct refund of balance of your deposit
for freehold negotiations
after deducting Valuers and our fees

£219.75

.50

TOTAL AMOUNT REQUIRED FROM YOU TO
COMPLETE PURCHASE

£ 219.25

Mr. Tollett and Mrs. Jones of this Office will be at
The Church Hall St. Marys at The Moat Hobs Meadow Hobs Moat Road
Solihull on Monday 18th June 1973 between 7.00 p.m. and 9.30 p.m.
to arrange for your signature of documents and collection of funds.
If possible will you please arrange to call at the Church Hall
between the following times :-

Former Sparkhill Members	...	...	...	...	7.00 - 7.45 p.m.
Former Silver Birch Members	...	...	...	...	7.45 - 8.30 p.m.
Former U-Build-It Members	...	...	...	...	8.30 - 9.15 p.m.

WHERE HUSBAND AND WIFE ARE PURCHASING JOINTLY BOTH MUST SIGN.

Continued...../

Mr. & Mrs. D. Ready

14th June, 1973.

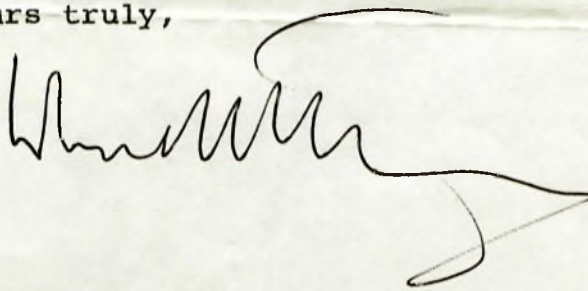
If you can only call on Monday at some other time please attend as near to this time as you can. If you cannot attend the Monday meeting at all please telephone our Mrs. Jones (236 4981) as soon as possible to make an appointment to call at our Offices to sign and make payment.

PLEASE ARRANGE FOR THE TOTAL AMOUNT REQUIRED FROM YOU SHOWN ABOVE TO BE PAID BY CHEQUE IN FAVOUR OF EVERSHED & TOMKINSON IF PRACTICABLE. WHERE THIS IS NOT POSSIBLE WE WILL OF COURSE COLLECT PAYMENT IN CASH. Receipts for cheques will not be provided unless specially requested.

Particulars of the outstanding ground rent payable are as supplied to us by the Freeholders Solicitors. Please check that the amount claimed is correct (remembering that Ground Rent is payable half yearly in arrear) and if you claim to have made any additional payments bring the receipts for or other evidence of these payments with you when you call.

We will notify you following completion of your purchase and registration at the Land Registry but this will take several weeks.

Yours truly,

A handwritten signature in dark ink, appearing to be 'W. M. Jones', with a long horizontal flourish extending to the right.

Encl.

Mr & Mrs D. Ready

57 Ebrington/~~Glenside~~ Avenue,
Sheldon,
Solihull, Warwickshire

MATTER

Re. Purchase of Freehold

Solicitors

LOMBARD HOUSE
145, GREAT CHARLES STREET
BIRMINGHAM, B3 3LX

OUR REFERENCE: HJ/6/P.491

V.A.T. REG. No. 109 4602 84

DATE (TAX POINT) 14.6.73

DESCRIPTION	CHARGES £		TAXABLE PAYMENTS £		RATE %	V.A.T. £		NON-TAXABLE PAYMENTS £		TOTAL £	
PROVISION OF LEGAL SERVICES	12	50			10	1	25				
TAXABLE PAYMENTS											
NON-TAXABLE PAYMENTS											
Land Registry fees									90		
Apportioned cost of Search fees									15		
TOTAL EXCLUDING V.A.T.	12	50						1	05	13	55
ADD V.A.T.						1	25			1	25
COLUMN TOTALS	12	50				1	25	1	05	14	80

IF NO RECEIPT IS REQUIRED KINDLY DETACH THIS PORTION AND RETURN WITH YOUR REMITTANCE

TO:

Mr & Mrs D. Ready
57 Ebrington/~~Glenside~~ Avenue
Sheldon
Solihull
Warwickshire

EVERSHED & TOMKINSON (SOLICITORS)

LOMBARD HOUSE
145 GREAT CHARLES STREET
BIRMINGHAM B3 3LX

EVERSHED & TOMKINSON

J. A. RUTLEDGE, G. F. SCHOELLES, W. S. ELLIS, M. J. TOLLETT, P. R. BROMAGE,
R. R. VAUGHTON, J. E. ROWLEY, W. I. JOLLIE, D. S. HAGGETT, P. G. BATTYE,
A. G. D. INGLIS, J. M. JENNINGS, H. S. WILLIAMS, C. P. WOLF, M. TITCOMB,
H. W. CHAPMAN, N. G. WATKINS

Associate: H. E. BRUNT

Your Ref.

Our Ref.

Solicitors

LOMBARD HOUSE
145, GREAT CHARLES STREET
BIRMINGHAM, B3 3LX

Telephone: 021-236 4981
Telex: 336688

HJ/6/P.491

10th May, 1973

D. Ready, Esq.,
57 Ebrington/~~Chenille~~ Avenue,
Sheldon,
Solihull,
Warks.

Dear Sir,

Purchase of the freehold of your house

Your Valuer has now informally agreed terms with the Landlords Surveyors for the sale to you of your freehold at the price of £159 plus Landlords Solicitors and Surveyors fees. On this basis the total cost will be approximately £218.00 made up :-

Purchase price	159.00
Landlords Surveyors and Solicitors fees including V.A.T.	38.83
Our fees for acting on your behalf including V.A.T.	13.75
Land Registry and miscellaneous Search fees	3.12
Building Society fees including V.A.T.	3.30
	<u>£218.00</u>

If you require a further mortgage loan and your present loan is not with the Bradford & Bingley Building Society the figures may vary slightly but your own Building Society should be able to supply details.

The fees are greater than we had originally estimated. This is mainly because the Landlords Surveyors and Solicitors fees are more than we had expected but also because all fees now bear V.A.T. and this is included in the above figures. We have discussed with your Valuer the amount of these fees and consider any reduction which it might be possible to obtain would be slight and would not justify the further delay involved.

If you wish to buy on these terms you are free to instruct any Solicitor of your choice to act for you. IF IT IS YOUR WISH TO PURCHASE AND THAT WE ACT ON YOUR BEHALF, PLEASE COMPLETE THE ENCLOSED FORM, SIGN IT AT THE FOOT AND RETURN IT TO US IN THE ENVELOPE PROVIDED TO REACH US NOT LATER THAN MONDAY 21ST MAY, 1973.

.... continued

Mr. Ready

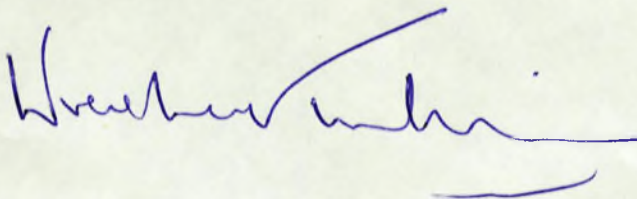
We have spoken to the Bradford & Bingley Building Society's Local Office and they are willing in principle to consider applications for a mortgage loan to cover the purchase price and fees if you have an existing mortgage with them. If your answers on the enclosed form state that you require a further loan we will send you an application form for completion.

The reference of the Case to The Lands Tribunal will now be withdrawn.

As your ground rent is payable in arrear, a final payment being a proportion up to the date of actual completion of your purchase will be payable at that time.

We shall hope to arrange a meeting in Sheldon at the appropriate time for signature of the documents.

Yours truly,



Dan Ready

Next group

MRS. L. G. SHIPWAY

to

MR. ~~& MRS.~~ D. READY

TRANSFER

of freehold of property
known as 57 Ebrington
Avenue, Sheldon, Solihull



TRANSFER OF PART (Freehold)

(Rule 98 or 115, Land Registration Rules, 1925)

County Borough : Solihull

Title number :

Property : 57 Ebrington Avenue, Sheldon

Date *25th June* 1973 In consideration of
One hundred and fifty-nine pounds (£159.00) the receipt
whereof is hereby acknowledged

1. I, LEONORA GRACE SHIPWAY of 30 BROWNS COPPICE AVENUE
SOLIHULL WARWICKSHIRE ("the Transferor")
as beneficial owner hereby transfer to :

AR DANIEL READY and ~~MARIAN READY~~ his wife both of 57 *AR*
Ebrington Avenue *L.S.*

SHELDON

SOLIHULL ("the Transferee ")

CT the above Property as more particularly described in an
Assignment ("the Assignment") dated 8th April 1957 and
made between (1) Reginald Norman Harvey Kenneth Jesse
Quiney and Joseph William Debney (2) Sidney Herbert Shipway
and (3) ~~the Transferee~~ Daniel Ready and Marian Ready
TOGETHER WITH the rights and EXCEPT and RESERVED as in
such Assignment more particularly mentioned or referred
to in fee simple SUBJECT to :-

- (a) the term of years created by the Underlease referred
to in such Assignment but with the benefit of the
legally apportioned yearly rent of £13.25p therein
referred to and of the Underlessees covenants and
conditions contained in such Underlease as varied
by the Assignment

- (b) the Exception and Reservation covenant Agreement and Provision Agreement and Declaration specified in paragraphs (B) to (E) of a Conveyance dated the 29th September 1959 and made between (1) Excelda Housing Supplies Limited and (2) Sidney Herbert Shipway so far only as the same respectively relate to the Property but otherwise free from incumbrances
2. The Transferee covenants with the Transferor to indemnify the Transferor and her estate against all actions claims and liability for any breach of the said covenant and agreements before referred to for which the Transferor will remain liable after completion and registration of this Transfer.
3. *AT* The Transferee further covenants with the Transferor not to use the Property otherwise than as a private dwellinghouse *B*
4. In this Transfer where the context so admits :-
(a) the masculine gender shall include the feminine gender and the singular number the plural number and
(b) where there are more than one person included in the expression "the Transferee "the covenant on the part of the Transferee shall be deemed to be made jointly and severally and the Transferee declares that :-
(i) they are in equity joint tenants
(ii) the trustees for sale of the Property shall have powers to deal with it during eighty years from the date hereof equal to those of a sole beneficial owner
5. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds £10,000.00

Signed, sealed and delivered by)
the Transferor in the presence)
of :-)

L. G. Shipway

P. J. Palmer
Sohn

Signed, sealed and delivered by)
the Transferee in the presence)
of :-)

D. Ready

M. Vukobratović
B. Lj.
Schmidt

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Dan Ready

Next group

	Date	Document	Parties
4	25/6/73	Transfer	Shipway to Mr. & Mrs. Thompson
	<u>55 Ebrington Avenue</u>	<u>WK218148</u>	
1		Land Certificate	
2	14/5/52	Underlease (copy)	Shipway to Harvey and others
3	8/4/57	Assignment	Harvey and others to Mr. & Mrs. Walker
4	25/6/73	Transfer	Shipway to Mr. & Mrs. Walker

	<u>57 Ebrington Avenue</u>	<u>WK218149</u>	
1		Land Certificate	
2	14/5/52	Underlease (copy)	Shipway to Harvey and others
3	8/4/57	Assignment	Harvey and others to Mr. & Mrs. Ready
4	25/6/73	Transfer	Shipway to Ready

	<u>59 Ebrington Avenue</u>	<u>WK218150</u>	
1		Land Certificate	
2	14/5/52	Underlease (copy)	Shipway to Harvey and others
3	8/4/57	Assignment	Harvey and others to T.H.Foster
4	25/6/73	Transfer	Shipway to T.H.Foster

	<u>61 Ebrington Avenue</u>	<u>WK218151</u>	
1		Land Certificate	
2	14/5/52	Underlease (copy)	Shipway to Harvey and others
3	8/4/57	Assignment	Harvey and others to Mr. & Mrs. Quiney
4	25/6/73	Transfer	Shipway to Mr. & Mrs. Quiney

	<u>73 Ebrington Avenue</u>	<u>WK218153</u>	
1		Land Certificate	
2	2/7/51	Underlease (copy)	Shipway to Winton and others
3	6/4/57	Assignment	Winton and others to Faulds
4	25/6/73	Transfer	Shipway to Faulds

75 Ebrington Avenue WK218154

TO: S. H. Shipway, Esq.,
41, Horse Fair,
Birmingham, 1.

AND TO: Messrs. A. C. Hayes, Sheppard & Padmore,
7, Newhall Street,
Birmingham, 3.

his Solicitors.

AS SOLICITORS AND AGENTS for and on behalf of Daniel Ready

of No. 57 Ebrington Avenue, Lode Lane, Solihull in the
County of Warwick and Marian Ready ----- of
the same address his wife WE HEREBY GIVE YOU NOTICE that
by an Assignment dated the eighth day of April
1957 and made between Reginald Norman Harvey Kenneth Jesse
Quiney and Joseph William Debney of the first part yourself of
the second part and Daniel Ready and Marian Ready -----
----- of the third part ALL
AND SINGULAR the land and dwellinghouse known as No. 57
Ebrington Avenue aforesaid (being part of the land and
premises comprised in and demised by an Underlease dated the
fourteenth day of May 1952 and made between
yourself of the one part and the said Reginald Norman Harvey
Kenneth Jesse Quiney and Joseph William Debney of the other
part) TOGETHER with the Rights and Subject to the
Exceptions and Reservations therein more particularly
mentioned was assigned unto the said Daniel Ready and Marian
Ready ----- for all
the residue of the term of years granted by the Underlease,
subject henceforth to the payment of a yearly rent of
£13.5.0. being a legally apportioned part of the yearly rent
now reserved by the Underlease as varied by two Deeds of
Variation and to the observance and performance of the
covenants on the part of the Underlessees (other than the
covenants as to payment of rent) and conditions in the
said Underlease contained

DATED this fourteenth day of May April 1957.

..... Everest & Lombard
Solicitors,
Lombard House,
Great Charles Street,
BIRMINGHAM, 3.

Received Notice of which the above is a true copy.

EVERSHED & TOMKINSON

Solicitors

J. A. RUTLEDGE, G. F. SCHOELLES, W. S. ELLIS, M. J. TOLLETT, P. R. BROMAGE,
R. R. VAUGHTON, J. E. ROWLEY, W. I. JOLLIE, D. S. HAGGETT, P. G. HATTYE,
A. G. D. INGLIS, J. M. JENNINGS, H. S. WILLIAMS, C. P. WOLF, M. TITCOMB,
H. W. CHAPMAN, N. O. WATKINS

Associate: H. E. BRUNT

LOMBARD HOUSE
145, GREAT CHARLES STREET
BIRMINGHAM, B3 3LX

Telephone: 021-236 4981
Telex: 336688

Your Ref.

Our Ref. HJ/6/P. 491

D. Ready, Esq.,
57 Ebrington Avenue/~~Charingworth Road~~
~~Glenside Avenue~~
Sheldon,
Solihull,
Warwickshire.

19th October, 1973.

Dear Mr. Ready,

Purchase of your Freehold.

We are pleased to advise you we have now received your title documents relating to the freehold interest.

We enclose the same as per the Schedule in duplicate which please acknowledge by receipting one copy of the Schedule and returning this to us in the enclosed envelope.

Yours truly,

Encl.

Insured

Evershed & Tomkinson.

USED for REGISTRATION this
day of May 1952.
Jalbase Robinson & Morgan,
52, NAVHALL STREET,
BIRMINGHAM, 3
his for Excess Housing Supplies Ltd.
£ 1:1:- paid

1/K 218146

DATED

14 May

1952

BLOCK No. 5

MR. S. H. SHIPWAY

— TO —

THE TRUSTEES OF THE

Silver Birch Housing
Association

COUNTERPART

Underlease

Of a piece of land at Olton, in the County
of Warwick, being the site of ten
messuages intended to be known as
Nos. 119 to 127
(odd numbers inclusive).

Elvington Avenue

14 Elvington Ave. with fixtures

examined with original
duly executed by
all parties & attested
Witnessed & Tinkler
25/8/1923

5



This Underlease made the

fourteenth day of *May* One thousand nine hundred and fifty-one BETWEEN SIDNEY HERBERT SHIPWAY of 42 and 48 Horse Fair in the City of Birmingham Estate Agent (hereinafter called "the Underlessor" which expression where the context admits shall include the estate owners for the time being of the reversion of the premises hereby demised immediately expectant upon the term hereby granted) of the one part and *Reginald Norman*

Henry of 263 Shentley Fields Road Kelly Oak in the City of Birmingham Kenneth Jesse Quincy of 97 Dow End Lane Rushall Walsall and Joseph William Delaney of 12 Park Avenue Handsworth Birmingham aforesaid

(hereinafter called "the Underlessees" which expression where the context admits shall include their successors in title and assigns) of the other part.

WITNESSETH as follows:—

1. IN consideration of the rent hereinafter reserved and the covenants and conditions to be performed and observed by the Underlessees the Underlessor hereby demises unto the Underlessees ALL THAT piece or parcel of land situate at Olton in the County of Warwick and containing in area *Six thousand four hundred and fifty eight* square yards or thereabouts and for the purpose of identification only delineated on the plan annexed hereto and thereon coloured pink and marked block 5 which said piece of land forms part of a larger piece of land demised to the Underlessor by a Lease dated the *thirtieth* day of *June* One thousand nine hundred and fifty-one and made between Excelda Housing Supplies Limited (hereinafter called "the Superior Lessors") of the one part and the Underlessor of the other part TOGETHER with a joint right of way over Ebrington Avenue Charingworth Road and Glenside Avenue or such of the said roads as may be necessary and a joint right of user of the sewers and services therein until the same shall be adopted by the Local Authority AND TOGETHER with the right of way in common with all others entitled thereto over and along the pathway to be constructed from the most westerly point of Ebrington Avenue leading towards Hobs Mead Road so far as the same shall lie upon

Extract

Examined with original
in our possession.
A. C. HAYES,
SHEPPARD & PADMORE
Solicitors, Birmingham.

20/8/23

7

WAC 218116

the land comprised in the Superior Lease until the same shall be adopted by the Local Authority but **EXCEPT AND RESERVED** unto the Underlessor and the Superior Lessors and their predecessors in title and their respective successors in title and their lessees tenants servants and licencees in common with all other persons entitled thereto full rights of drainage and passage of gas and electricity from and to their remaining property through the sewers drains and water-courses mains wires and cables constructed or to be constructed under the land hereby demised with liberty to enter upon the said land for the purposes of maintaining repairing renewing and making connections to the same the person or persons so entering making good all damage thereby occasioned and subject so far as affects the premises hereby demised to an agreement made the Twenty-third day of February One thousand nine hundred and thirty-eight between Douglas Dyas James of the one part and the Birmingham Corporation of the other part relating to the laying and maintaining of electric cables and conduits and provided that the Underlessees shall not be deemed to have or acquire any rights of light or air or other easements or rights to the land hereby demised or any buildings hereafter erected thereon which would restrict or interfere with the free use of any adjoining or neighbouring land of the Underlessor or the Superior Lessors for building or any other purpose **TO HOLD** the same except and reserved as aforesaid unto the Underlessees from the Twenty-fifth day of March One thousand nine hundred and fifty-one for the term of **NINETY-NINE YEARS** (except the last three days thereof) **YIELDING AND PAYING** therefor unto the Underlessor until the Twenty-fourth day of June One thousand nine hundred and fifty-two a peppercorn rent (if demanded) on the Twenty-fifth day of December One thousand nine hundred and fifty-two of *Twenty* *five pounds* ————— on the Twenty-fourth day of June One thousand nine hundred and fifty-three the rent of *Fifty pounds* ————— and thereafter during the term hereby created the yearly rent of *One hundred and fifty pounds* ————— payable by four equal quarterly payments on the usual quarter days in every year the first of such payments to be made on the Twenty-ninth day of September One thousand nine hundred and fifty-three and all such rents to be paid without any deduction whatever (except for landlord's property tax).

2. FOR consideration aforesaid the Underlessor hereby assigns unto the Underlessees **ALL THAT** the benefit of the covenant on the part of the Superior Lessors contained in the Superior Lease relating to the making up and completion of the said roads so far as the same

Dan Ready

Next group

1952.

Abstract ^{OF THE} Title

- of -

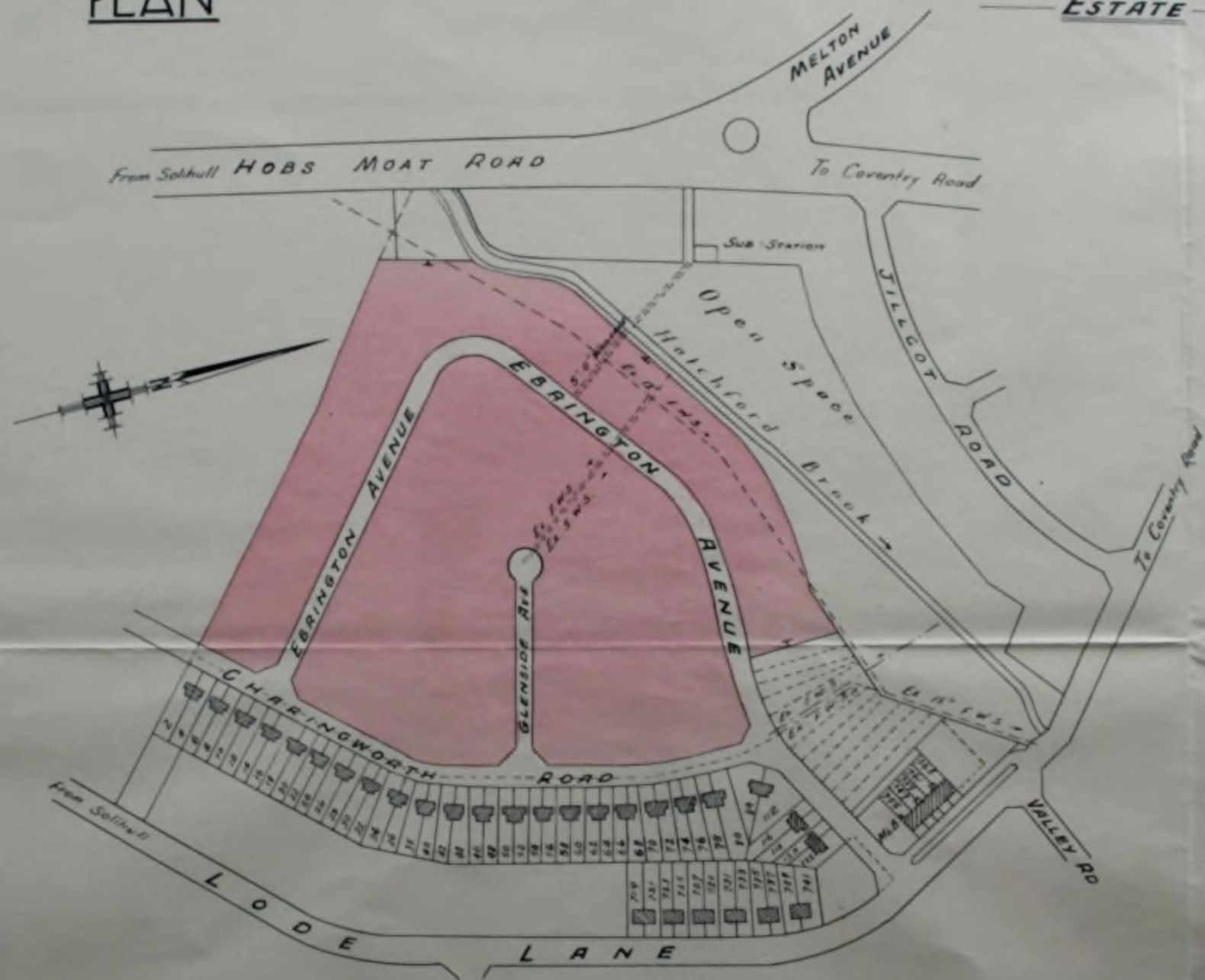
H. H. HARVEY and Others

- to -

Underleasehold property in
Ebrington Avenue, Charingworth
Road and Glenside Avenue,
Solihull in the County of Warwick

PLAN

OLTON END FARM
ESTATE



Abstract of Title

D. D. HANNEY and others

- 1a -

Underleasehold property in Evington Avenue,
Charingworth Road and Glenside Avenue,
Mellish in the County of Warwick.

23rd November 1956

2nd December 1956

Stamp 243
P.P.S.

End with End Abat
[red] to
Messrs. A.C. Hayes,
Sheppard & Palmer
Solicitors
7 Newhall St
B'ham. 3.

End Abat marked as
follows:-

End with Origin at
Offices of Wallace
Robinson & Morgan
Solicitors.

By Messrs
A.C. Hayes Sheppard
and Palmer

Solicitors
B'ham
10.5.57.

Witnessed & Testified
Solicitors
B'ham

19th February 1957.

E 45

Witnessed & Testified

CERTIFICATE of Ech in D.D. Land Registry against OLTON END FARM ESTATE LTD whose registered office was at
8 Waterloo St B'ham recording n.s.s. at this date

CONVEYANCE of this date made between OLTON END FARM ESTATE LTD (Vendrs) (1) and DOUGLAS DYAS
SUPPLIES LTD whose registered office was at 8 Waterloo St B'ham (Purchrs) (2).

DEEDS relating to Vendrs subject as therein mentioned and agent for sale
at price of £2,125

In pursuance of and agent and in execution of £2,125 pd by Purchrs to Vendrs (vested herein and etc)

IT WAS WITNESSED AS FOLLOWED:-

1. Vendrs as D.D.

thirty conveyed to Purchrs

ALL THESE pieces of land having situate in Evington Avenue
Charingworth Road and Glenside Avenue Olton in Coy of
Warwick counts in area 16.25 acres or thereabouts and for
pieces of identical only dated as plan annexed thereto and
therein could give TOGETHER WITH a lot of of way over ad roads
and joint right of user of sewers and services therein until
same adopted by Local Authority LOCAL A 1956 under Vendrs
and Douglas Dyas James and various others in title and
lessors into title and lessors in common with all or parts
entitled thereto full rate of drainage and gauge of gas and
also for and to their remaining party through sewers drains
and watercourses mains wires and cables constructed or to
be constructed under land thereby conveyed with liberty to
enter upon land for purpose of laying pipes running and making
connections to same from or across an entry making good all
damage thereby occasioned

TO HAVE same under Purchrs in fee simple subject to such extent as
Certificate made 14th Oct 1956 made between D.D. James (1) Vendrs (2)
Midland Bank Ltd (3) and Mitchells & Bullers Ltd (4) (parties whereof
were set out in Schedule thereto) and subject also to and with benefit
of agent dated 23rd Feb 1956 made between D.D. James (1) and B'ham
Corps (2) relating to laying and running of electric cables and conduits and

construction and maintenance of walls with under part of land thereby conveyed so far as same relate to and are for benefit of said party thereby conveyed

2. CURT by Petars with Vdres to make up and complete Brixington in Charingworth Rd and Oldgate Rd so far as same were adjct to and co-extensive with land thereby conveyed (or one half thereof where adjct to said land on one side only) in accordance with the byelaws and or requirements of Lcl Authority as soon as was reasonable having regard to extent of front of land thereby conveyed and of or land fronting to said roads and upon completion of any of said roads the Petars forthwith to apply for and use best endeavours to procure adoption thereof and of sewers therein by Lcl Authority and pending adoption to keep such gts of said roads and sewers unimpeded and in reasonable repair

3. PROVIDED that Petars shall not be deemed to have or acquire any rts of light or air or or easements or rts to ppty thereby conveyed which would restrict or interfere with free use of any adjoining or neighboring land then or formerly of Vdres or of E.H. James for bldg or any or purpose

THE SCHEDULE thereinbefore referred to

Copy of document created in Conveyance of 14th October 1958 involving Eves James (the Vdr) (1) Olton Ltd Farm Estate Ltd (the Estate Company) (2) Midland Bank Ltd. (the Bank) (3) Mitchells & Butlers Ltd. (the Purchasers) (4) imposed for the benefit of a piece of land at the corner of Lode Lane and Brixington Avenue (the Site)

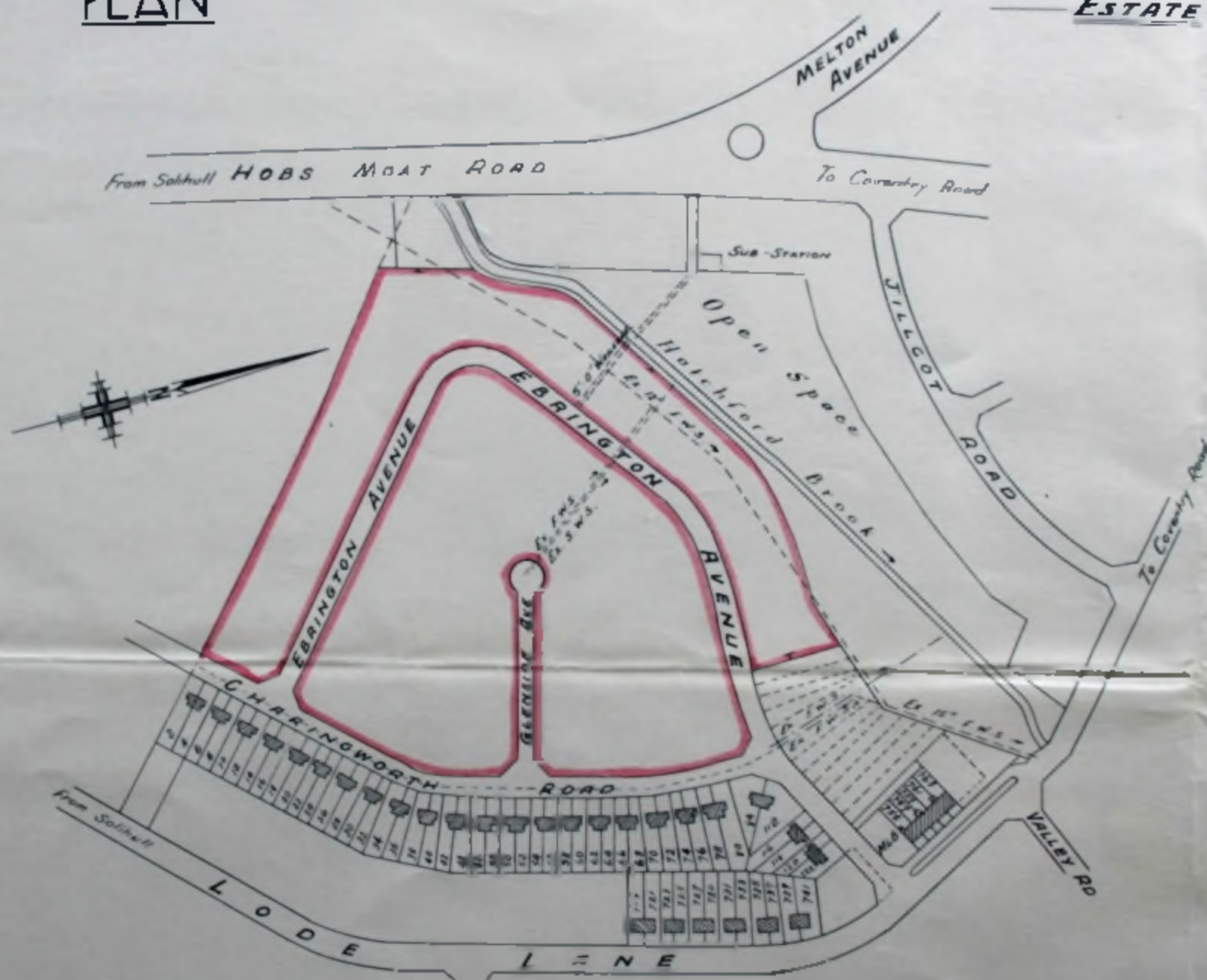
"For the benefit of the Site and other the property of the persons adjoining or near to the ppty hereinafter restricted the Estate Coy and the Bank respectively so far as concerns the Estate Coy's ppty as to their respective Estates and intt therein respectively and so as to bind the Estate Coy's ppty into whosesoever hands the same may come and the Vdr as to the Vdr's remaining land and the land reserved for roads and so as to bind the same into whosesoever hands the same may come (but not so as to render the Estate Coy or the Bank or the Vdr or their respective successors in title liable for any breach of this coven after they shall have parted with all intt in the ppty in respect of which such breach shall occur) DO hereby respectively covenant with the Petars and their assignees:-

(1) That the Estate Coy and the Bank and their respective successors in title will not nor shall at any time hereafter use or permit to be used the Estate Coy's ppty or any part thereof or any bldgs erected or to be erected thereon (except any portion of the Estate Coy's ppty which may hereafter be acquired by the Petars) and

(2) That the Vdr and his successors in title will not nor shall at any time hereafter use or permit to be used the Vdr's remaining land or the land reserved for roads or any part thereof respectively or any bldgs erected or to be erected thereon (except any portion thereof which may hereafter be acquired by the Petars)

PLAN

OLTON END FARM ESTATE



for the manufacture and supply of intoxicating liquors of any kind
 whatever or on a Club at which intoxicating liquors shall be sold
 used or supplied unless the consent in writing of the Fobars or
 their assigns for that year be first had and obtained in every
 case PROVIDED HOWEVER that the respective covenants or their
 assigns in title shall on demand by the Fobars or their assigns in
 title at any time hereafter at the cost of the Fobars release and
 waive in favour of the Fobars or their assigns in title or nominees
 the restriction contained in this agreement as regards any portion of
 the restricted party for which the Fobars may desire such release
 and waiver and also any or restriction which would prevent the use of
 such portion for the purpose of licensed premises"

THE COMMON SEAL of the Vandora was affixed in presence
 of Mr & Mrs and of Fobars in presence of 2 Divs and Sec

18th December 1950

20th June 1951

End with Original
 in our possession
 E & T

25th June 1951
 End with Original
 in possession of
 Messrs. A.G. Hayes,
 Wharfedale &
 Farnham as Lfs
 E & T

19th February 1957

30th June 1951
 Stamp #180
 P.H.

Original sealed &
 128 as before

Sealed &
 Sealed
 19 February 1957

LETTER of this date vpts Sch in Companies Regn Office against ad ATACH KNY FARM LTD
 revealing n.s.d. affecting land in Strington & Charingworth Rd and Glenside Av on 2nd Dec 1950

LETTER of this date vpts Sch in Companies Regn Office against ad EXCHIDA HSC SUPPLIES LTD
 revealing n.s.d. affecting land in Strington & Charingworth Rd and Glenside Av on 2nd Dec 1950

LETTER of Sch in H.M. Land Regy against ad EXCHIDA HSC SUPPLIES LTD revealing n.s.d. at this
 date

LEASE of this date was between ad EXCHIDA HSC SUPPLIES LTD ('Lessors' who expressed shld
 include such owners for time being of reversion of premises thereby deemed immediately
 ascertainable upon term thereby created) (1) and ELIOTT HERBERT SHIPWAY then of 42 and 43
 Rowntree Place and Exe Agent ('Lessee' who expressed where contact admitted
 shld include his assigns in title & assigns) (2)

WITNESSED as follows:-

1. In witness of parts therein read & note & conditions to be performed and shown by
 Lessee

Lessors

they deemed unto Lessee

ALL THAT part of land and premises described in Schedule
 therein TOGETHER with and subject to Rights Exceptions and
 Reservations more fully stated in ad Sched

TO HOLD (Except & saved as in ad Sched word) unto Lessee from
 25th March 1951 for term of 99 yrs YIELDING & PAYING therefor unto
 Lessee until 25th Dec 1952 a proportionate rent (if demanded)
 on 25th June 1953 rent of £375 on 25th Dec 1953 rent of £500
 and thereafter during term thereby created yearly rent of £1400
 payable by 4 equal yearly payments on usual quarterly days in every

yr. first of such payments to be made on 25th March 1954 and all such rents to be paid without any deduction whatsoever (except for Income Tax).

2. Lessee to intend that obligations might continue throughout term thirty created thirty could with Lessee:-

- (1) That the Lessee will cure the continuance of the term thirty created any ad rents therein as well as and made payable at the times and in manner as and when the same were therein as well as payable without any deduction (except as aforesaid).
- (2) That the Lessee will from time to time and at all times during ad term pay and discharge all rates taxes duties charges assessments impositions and outgoes whatsoever (whether ordinary or extraordinary or of any or several kind) which were then or might at any time thereafter be rated assessed charged or imposed upon or payable in respect of the demised premises or any buildings thereafter erected thereon or upon the owner or occupier in respect thereof (Income Tax only excepted).
- (3) That Lessee will from time to time during the ad term execute all such works as were or might under or in pursuance of any Act or Acts of Parliament already or thereafter to be passed be directed or required by any local or public authority to be executed in respect of the demised premises or any buildings thereafter erected thereon whether by the landlord or tenant thereof.
- (4) On or before 20th March 1953 at expense of Lessee in a good and substantial and workmanlike manner of the best materials and to the satisfaction of the Lessee or their Surveyor to erect and complete on the ad land so as to be fit for habitation and use all detached and/or semi-detached private dwellings with the usual outbuildings thereto and with all necessary fences and access roads and paths and bridges of garages such buildings for access roads and paths and garages to be erected and constructed in accordance with plans and specifications to be first approved by the Lessee's Surveyor and each such dwelling to be of an original selling value of £1000 at least.
- (5) That Lessee will from time to time and at all times during ad term well and substantially repair cleanse maintain amend and keep the ad dwellings and all ex buildings which might at any time during the ad term be erected on the ad land (hereinafter referred to as "the said premises") and all additions made therein and the fixtures therein and the walls fences drains access roads and paths and appurtenances thereto with all necessary repairs cleanings and amendments whatsoever.
- (6) That after completion of the ad dwellings and ex buildings will once in every third yr of the ad term and also during the last yr thereof paint the outside work iron and ex work of the ad premises usually

pointed with two coats of good oil and white lead paint in a proper and workmanlike manner and also did in every seventh yr of the ad term and also during the last yr thereof paint all the inside wood work and or work usually painted at the ad terms with two coats of good oil and white lead paint in a proper and workmanlike manner and in such manner with every interval painting wash and scrape and shaven all ceilings and colour all walls and repaper the rooms of the ad premises usually as dealt with

- [7] At the expiration or sooner determination of the ad term the Lessee should peaceably and quietly yield up the ad premises so painted repaired cleaned maintained amended and kept as aforesaid together with all additions and improvements made thereto in the meantime and all these fixtures in or upon the ad premises or work during the ad term might be affixed or fastened to or upon the same as to form part of the freehold thereof
- [8] That it should be lawful for the Lessors and the Lessors' Agent twice or oftener in every yr of the ad term during reasonable hours in the daytime with or without workmen or others to enter the said premises to view the state of repair and condition of the same and of all defects and wants of reparation then and there found to give or leave to the ad premises notice in writing to the Lessee and that the Lessee should within a period of three calendar months after such notice or access if requisite repair and make good the same according to such notice and the costs in that behalf to be paid
- [9] That the Lessee should permit the Lessors or the Lessors' Surveyor or Agent at any time or times during the last seven yrs of the ad term to enter the ad premises on any yr thereof during reasonable hours in the daytime and take schedules or inventories of the fixtures and things to be yielded up at the expiration of the ad term
- [10] That the Lessee should not at any time during the ad term without the licence in writing of the Lessors first obtained agent or suffer to be erected any new bldgs on the ad premises or make or suffer to be made any alterations or additions whatsoever in or to the ad premises or any bldgs which might be erected on the ad premises without such licence as aforesaid either externally or internally or make any alteration in any boundary
- [11] And also that each bldg then existing or thereafter erected on the land thereby demised should be used only as a private dwelling or a stable grounds or as a building belonging thereto or used therewith and not for the purpose of any trade manufacture or business and that so much of the ad land as should remain unbuilt upon should be used only as the yards gardens or pleasure grounds of such dwelling and grounds and in particular that no part of the ad premises nor any bldg erected on the ad land should be used as an hotel public-house inn or tavern or house for the manufacture sale consumption or supply of beer wine or spirits or of intoxicating liquors of any kind whatsoever or as a place at which intoxicating liquors

shall be sold used or mutilated provided that nothing in this covenant shall prevent any changes being made for the use of any of the leased premises of which the only outward sign or indication shall be a sign on or plate not exceeding two sq ft in superficial area fixed to the ad - frame

- (12) That the Lessee will not work or permit to be worked any sand gravel or mines or minerals under any part of the land hereby demised
- (13) To insure and keep insured against loss or damage by fire all buildings erections and fixtures of an insurable nature which at any time during the ad term might be erected or placed upon the demised land or affixed to the ad frame to the full replacement value thereof in the New Insurance Company Limited of Waterloo Street in the City of Birmingham or in such other insurance office as might from time to time be approved by the lessors and to cause other in the name of the lessors and the Lessee and whenever required to produce to the lessors or their Solicitors or Agents the policy or policies and receipts or receipt for the premium or premiums of such insurance or insurances for the current year and that in default thereof the lessors may (but without prejudice to the power of recovery therein provided) insure the ad frame in the manner aforesaid and pay the premiums payable thereon and the premiums so paid and all incidental expenses in be repaid by the Lessee to the lessors on demand and that in case the ad frame or any of thereof shall at any time during the ad term be destroyed or damaged by fire then and as often as the same shall happen to lay out all moneys needed in respect of such insurance with all convenient speed in repairs repairing or repairs maintaining the ad frame in a good and substantial manner in accordance with plans and elevations and in such or manner as shall be previously approved of in writing by the lessors or their Surveyors and in case the same shall not be sufficient to make good every such deficiency out of the Lessee's own moneys
- (14) That the Lessee will within one calendar month after any transfer assignment devolution or underlease of the Lessee's title in the ad frame or any part thereof (except by way of mortgage) give notice in writing of such transfer assignment devolution or underlease and of the name quality and place of abode of the transferee assignee or underlessee to the lessors' Solicitors and produce to them the instrument of such transfer assignment devolution or underlease and pay to them a fee of £1.1s. for the registration of each such notice or document
- (15) To erect and forever afterwards maintain on the rear frontage of the ad land good and substantial dwarf brick or stone walls with piers on either side of the entrance gates to such height
- (16) That the front wall of any house or building to be erected on the ad premises shall range and be in a line with or behind the present building line and no building or erection of any kind except architectural dressings and the

ways and grates of a gas or a boundary fence shall be erected on any portion of the ad pce of lnd whc was betw the then present bldg line and the road on whc the same fronted

[17] That no boardings posters or boards shall be erected on the ad pce of lnd for advertent and reltg to the mllg or bllg of the ad pce or any pt therf

5. ~~Indemnity~~ for re-entry on non-payment of rent for 30 days after same shall have passed due (whether or not legal demand made) or on breach of Lessee's coven

4. Covenants by Lessees with Lessors

(16) That the Lessees pay the rents hereby reserved and perform and obey the several covenants and conditions therein contained and on the pt of the Lessees to be observed and performed and might peaceably possess and enjoy the ad pce during the ad term without any lawful interruption or disturbance from or by the Lessors or any persons rightfully claiming through or under them

(18) That the Lessors will make up and complete Whittington Avenue Charingworth Road and Glenaida Avenue shown on the plan annexed thereto when required by and to the satisfaction of the Local Authority (but excepting footpath crossings and sewer connections) and that they will indemnify the Lessees from all expenses claims and demands in respect of the making maintenance and completion of the said roads (except as aforesaid and so far as the same were co-extensive with the lnd hereby demised) until adopted by the Local Authority

THE SCHEDULE therein referred to

ALL THOSE pces of lnd having frontages to Whittington Avenue Charingworth Road and Glenaida Avenue situate in the County of Warwick contg in area 16.20 acres or thereto and for the pces of identifiern only delineated on the plan annexed thereto and thence edged pink TOGETHER with a jnt right of way over the ad roads and a jnt right of usey of the sewers and services therein until the same shall be adopted by the Local Authority but EXCEPT AND RESERVING to the Lessors and their predecessors in title and their respective successors in title and their lessees tenants servants and licensees in common with all or persons entitled thereto full rights of drainage and passage of gas and electy from and to their remaing pty through the sewers drains and water-courses mains wires and cables constructed or to be constructed under the lnd hereby demised with liberty to enter upon the ad lnd for the purpose of maintaining repairing renewing and making connections to the same the persons or pces so entering make good all damage thereby occasioned And Subject to an Agreement made the 23rd day of May 1938 betw Douglas Dyer James of the one pt and the Birmingham Corporation of the othr pt reltg to the laying and maintaing of electric cables and overheads and the construction and maintenance of cable pits under pt of the lnd hereby demised And Provided that the Lessees shall not be deemed to have or acquire any rights of light or air or easements and rights to the lnd hereby demised or any bldgs thereon erected thence whc would restrain or interfere with the free use of any adjoining or neighbouring lnd for bldg or any or pces

The Common Seal of the Lessors was duly affixed in the presence of 2 Wils & Secs.

Dan Ready

Next group

49-67
1957

SUPPLEMENTAL ABSTRACT OF THE TITLE

- of -

R. N. IVRY, ESQ., and Others

- to -

UNDEREASEHILL property known as
No: 27 Fbrington Avenue,
Solihull in the County of Warwick.

Evershed & Tomkinson,
Solicitors,
Birmingham 2.

SUPPLEMENTAL ABSTRACT OF THE TITLE

—

H. H. HANNEY, JR., and Others

-12-

UNCLAS//NFOLD property Set 52

Strington Avenue, Solihull in the County of Warwick.

44th May 1955

End, with Original
in our possession.

CHIEF of Fed in N.E. land Regy agent of U.S. Highway, NEWSPAPER EDITOR HANLEY of 66
Birmingham Avenue Sheldon KENNETH JOHN JOINT of 37 New York Lane Southall "19311 and
JOHN WILLIAM HENRY of 18 Park Avenue Handsworth Birmingham revealing no existing
entries at this Sta.

14th May, 1953

Stamp 510
P. 8.

Original end. as b/c.

Continuation of FD-302 of JAMES EARL RAY, JR. (Subject) (1) and of H. W. HOLMES, JR. (Witness) and J. W. HOLMES (Subject) (2) (Date: 10/10/68).

[illegible]

Original and as life.

COPY of Sub in N.Y.Land Regg Agent at N.Y., Highway, T.V.Harvey, R.J. Jackson and H. Highway remains an unpublished article of this doc.

22nd September 1953

Step 10a.

[original ed. as before]

NOTE ON VARIATION of this strain with that of R.E. Harvey (Lange) (1) and of R.E. Harvey, L.J. Cairns and J.E. Harvey (Lange) (2).

AFTER REACTION -

1. That Deed was supplemental to De's estate instrument dated 14th May 1977 (Writter called 'the Lease')
2. Lease had agreed with Lessee for some time prior to the ground rent was to be by way of sum of \$10,000. to by way of \$100,000.

It was witnessed as follows:-

1. In season of year of 1950 pt by Leman to Leman (rent unknown etc) and at cert on pt of Leman thither could that as the 3rd rent paid by Leman child in July year of 1957, 10, 0.
2. In season of variation Christ's agreed Leman thirty could with Leman to pay to Leman and his successors in title during residue of term pt by Leman July rent of 1957, 10, 0. by eqd yearly parts upon days agreed to part of rent by Leman
3. The child continues in full force and as varied thirty
4. Certificate of Value (1950)

RECEIVED by Langer and Langer and duly attested.

24th September 1999

Stamp ~~AM~~ 15.0. | 1

Dr. J. G. Smith, M.D., is the author of the book.

LEGAL COUNSEL of this case were at R.N. Harvey, R.J. Quinry and A.W. Rehnke (Wigs) [4] and HENRY MILLER SOCIETY of 4 Park Road Woking in the City of York (Wags) [8] by a sign by way of legal change of all the pty acquired in life about insurance and the day 1950 in King's recent printed form to advise advance of \$1,000 with late as their most particularly noted.

WIND UPON by Hume and July 1864.

4th March 1955

COPIES of log in H.H.Land Navy agent at H.H.Land, U.S. Army and J.H.Land reveal no existing entries at this date.

17th March 1955

11/24/2004

Study Field Notes

220.15.0

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THE CHAIRMAN of this day was Wm. and H. E. Harvey, E. J. C. Gray and J. W. Deane (Wm.) (1) and ad. Wm. and H. E. Harvey (Gray) (2) supplemental to his short Legal Change and with Supplementum 1938 by a Note by way of Legal Change of all the party completed in his short Supplementum and 14th May 1938 to secure a few advances of \$150 with 14th as their were sufficient only mentioned.

RECEIVED by owner and only as listed.

64 APR 11 1957

Originals sent on 10/1/97

VACATION RECEIPTS of this date used on life saving legal charges for High September 1991 and First Charge for 17th Feb 1991 shortly at Wingley WDA Camp estimated part of all charges intended to be covered by the within written funds.

THE POWER OF LOVE was duly offered in the presence of

Director and Secretary

Vol. April 1957.

celebrating and, as before,

DEED OF VARIATION of this date made between S.E. Shipway (Underlessor) (1)
and S.E. Hurver, E.J. Shipway and J.W. Debnay (Underlessees) (2)

1. That Seed was supplemental to (a) the above Indorsement and (b) by 1950 (therein called 'the Indorsement') and (c) the above Seed of Variation and (d) the above Seed of Variation (therein called 'the Seed of Variation')

3. For reasons therein stated Intervenor has agreed with Intervenor that only sum of \$187,10.00, then received by Intervenor (as verified by an Order of Validation) shall be increased to only sum of \$188,10.00, by way of add'l only sum of \$10.

4. In absence of courts on pt of Underliensmen and groves things shall otherwise they could with Underliensmen to join in new reports Angeris intended to be met by Underliensmen to holders of Silver March May Agrees of each and said Angeris this created and stand upon and acquired in Underliensmen as soon as as the third and last day site and certificate of each and said Angeris for point of Underliensmen in and give legal effect to appointments of July next saved by Underliensmen (as varied by all kind of Variation and new thing Under) intend to be they are, A. To ensure and Underliensmen for could with Underliensmen that after receipt of every pt of land acquired in Underliensmen to respective holders of all Silver March May Agrees in under said he will not make enforce courts on pt of Underliensmen could in Underliensmen of all kind of Variation against Underliensmen or any of them or their respective estates and effects as shall be under courts on pt of Underliensmen this could against Underliensmen or any of them but will rely solely upon his rights against all respective holders of their certificates in title or acquiring fr time by all pts of land acquired in Underliensmen to be agreed to them respectively in manner and

4. Without prejudice and in addition to any or sundry of indulgences for recovery of
of said soul only sent by dispensation or otherwise Indulgences as Terms they declared
that had comprised in Indulgences and the said-abled indulgences and pardons then
created on or laid on or some of or the thereof shall stand observed with regard to
Indulgence of said soul only sent of 25 or 40 days and in manner that should be applied to
said soul.

4. [Advantages (as varied by no. level of Variation)] shall remain in full force and effect even as varied [factor].

WITNESSED by the Undersigned and Undersecretary and
duly attested.

10 April 1972

Page 2
File

Letter of this date to the Hon. J. E. Rosten, U.S. Attorney, U.S. District Court (Vermont) (1)
and J. E. Rosten (U.S. Attorney) (2) and DANIEL GORDON by 57 W. 12th Street
New York, N.Y. 10011 and MADON RENDY of the same address (Also) (3)

(Copy herewith)

Examined
with
Memorandum
endorsed
on Original
Underlease
dated 14th
May 1952
in our
possession
this 8th
day of
April 1957.

MEMORANDUM that by ten several Assignments each dated the eighth day of April One thousand nine hundred and fifty seven and made between the within named Reginald Norman Harvey Kenneth Jesse Quiney and Joseph William Debney (hereinafter called "the Vendors") of the first part the within named Sidney Herbert Shipway of the second part and the persons whose names are set forth in the first column of the Schedule hereto (hereinafter called "the Purchasers") of the third part the Vendors assign to the Purchasers the land semi-detached bungalow and premises in Ebrington Avenue bearing the number set opposite their respective names in the second column of the said Schedule hereto (being one of the ten semi-detached bungalows erected on the land comprised in the within written Underlease) for all the residue then unexpired of the term of years granted by the within written Underlease Subject henceforth to the payment of a legally apportioned yearly rent of Thirteen pounds five shillings and the observance and performance of the covenants on the part of the underlessees and conditions contained in the within written Underlease so far as they relate to the property thereby assigned.

<u>Names of Purchasers(a)</u>	<u>No. of Property in Ebrington Avenue</u>
Denis Foster	49
James Arthur Thompson and Norman Kathleen Thompson	51
Oscar Joseph Rowson and Patricia Margaret Rowson	53
Jeffrey Walker and Noeen Nancy Walker	55
<u>Daniel Ready and Marian Ready</u>	<u>57</u>
Thomas Henry Foster	59
Kenneth Jesse Quiney and Pauline Quiney	61
Russell John Rogers	63
Horace Plume and Margaret Josephine Plume	65
Sidney Albert Steadman and Beryl Joan Steadman	67

Dan Ready

Next group

H.M. LAND
REGISTRY



LAND
REGISTRATION
ACTS
1925 to 1971

LAND CERTIFICATE

THIS IS TO CERTIFY THAT THE land described in the office copy of the register and shown on the official plan within is registered at H.M. Land Registry under the Title number endorsed hereon.

Under section 68 of the Land Registration Act, 1925, this certificate shall be admissible as evidence of the matters contained herein and under section 64 of the said Act must be produced to the Chief Land Registrar on every entry in the register of a disposition by the registered proprietor of the land and on every transmission thereof.

Under rule 264 of the Land Registration Rules, 1925, the said office copy of the register is for the purposes of section 68 of the said Act deemed to be contained in this certificate.



WARNING

1. No endorsement, note, notice or entry made in this certificate other than those officially made at H.M. Land Registry shall have any operation.
2. All persons are cautioned against signing, adding to or otherwise tampering with this certificate or any document annexed thereto.

H.M. LAND REGISTRY		TITLE NUMBER	
		WK 218149	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY WARWICKSHIRE	SHEET SP148J	NATIONAL GRID SECTION U
Scale 1:250		© Crown Copyright 1965	

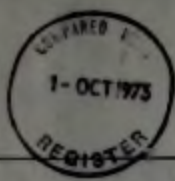
SELMER COUNTY COUNCIL



The next record can be obtained below is the latest one on which this land certificate was made to agree with the register.

A land certificate may be sent at any time to the appropriate district land registry to be brought up to date in any register that may be necessary. This official return is guaranteed free of charge and is usually completed within a day or two of the receipt of the certificate. In this service, a registered proprietor is guaranteed such exact correspondence of the current state of the register.

Dates when this land certificate was made to correspond with the register.

GENERAL INFORMATION

OFFICE COPIES OF THE REGISTER

A registered proprietor may obtain from the appropriate district land registry an office copy of the registered title by applying on printed form A44 and paying the prescribed fee according to the scale for the various areas as set out thus form. Form A44 (this and printed Land Registry forms) may be purchased from any branch of H.M. Stationery Office or through a law bookseller or internet. Armed with the written authority of the registered proprietor any other person may obtain an office copy of the register. Office copies are usually prepared and despatched within two days of the receipt of the application.

REDEMPTION OF THE REGISTER

An intending purchaser before or mortgagee who holds the written authority of the registered proprietor to extract the register may apply to the appropriate district land registry for an official search to ascertain whether any charges have been made in the register since the date of issue of the office copy or, alternatively, the date on which the land certificate was last made to correspond with the register. The issue of the official certificate in form G41 at the time of search will automatically entitle upon the purchaser before or mortgagee prior to a full period of fifteen working days for the improvement of the Agreement. If the title on which charges are made of the whole of the land in the title, application should be made on printed form G41, but if only a part of the land is covered form G41 is appropriate. The official certificate in form G41 will be issued in most cases by return of post and no charge is made for this service.

The above is a general outline of the procedure for obtaining an official certificate of search as laid down by the Land Regulations (Official Searches) Rules 1969. The effect of these Rules is explained in Practice Letter No. 2 which is this table list of charges from any district land registry. This deals with the generation of searching in such queries does it can be given here and shown how to avoid circumstances the period of searching can be extended for a further fourteen working days. It also explains how an application for official search can be made by a person who is not a purchaser, lender or mortgagee and how a person can make office a search by telephone or teletext. Before applying for official search, applicants are strongly recommended to refer to the Land Regulations (Official Searches) Rules 1969 or to Practice Letter No. 2.

INSPECTION OF THE LAND

Intending purchasers should inspect the land for the purpose of ascertaining its precise boundaries and ascertaining whether there are any rights of way, light, drainage or other overriding interests which may affect the title. The back page of this form sheet, Practice sheet 2, should also be added to any person in possession of the land as buildings shown on the title plan of the register and in which there is any building.

NOTES FOR INDEX

The address of any person as entered in the register shall, unless he otherwise directs, be his address for service (Land Regulations (Index) Rules, 1969, rule 37). Registered proprietors should notify the Chief Land Registrar at the appropriate district land registry of any change of address and forward the land certificate for amendment. No fee is charged for making this notification.

H.M. LAND REGISTRY

Edition 1
revised 23.8.1973

TITLE NUMBER WX218149

The register consists of 6 pages

A. PROPERTY REGISTERED

containing the details of the registered land and the estate comprised in the title

ADMINISTRATIVE AREA
(County, County Borough, etc)

PARISH OR PLACE

SOLIHULL COUNTY BOROUGH

SOLIHULL

The Freehold land shown and edged with red on the plan of the above title filed at the Registry registered on 23 August 1973 known as 57 Whittington Avenue, Sheldon, together with the following rights granted by but subject to the following exception and reservations contained in the transfer dated 25 June 1971 referred to in entry No. 3 of the Charges Register:-

"The above Property as more particularly described in an Assignment ("the Assignment") dated 8th April 1957 and made between (1) Reginald Norman Harvey Kenneth Jesse Quincey and Joseph William Debnay (2) Sidney Herbert Shipway and (3) Daniel Beady and Marian Beady together with the rights and except and reserved as in such Assignment more particularly mentioned or referred to"

The following is a copy of the grants and exceptions and reservations contained in the said Assignment:-

"TOGETHER ALSO with full rights in common with the Vendors the Underlessor the Superior lessors and all other persons entitled thereto of drainage and passage of water gas and electricity from and to the property hereby assigned through the sewers drains and watercourses mains wires and cables constructed under the adjoining and neighbouring premises of the Vendors with liberty to enter upon the said premises for the purposes of maintaining repairing renewing and making connections to the same the Purchasers making good all damage thereby occasioned except and reserved full rights unto the Vendor the Underlessor and the Superior Lessors and their respective predecessors in title (in common with the Purchasers and all other persons entitled thereto) of drainage and passage of water gas and electricity from and to their premises in the neighbourhood through the sewers drains and watercourses mains wires and cables now or hereafter to be constructed under the property hereby assigned with liberty to enter upon the said property for the purpose of maintaining repairing renewing and making connections to the same the person or persons so entering making good all damage thereby occasioned"

TITLE NUMBER

binding margin

DATE ISSUED BY HM LRS 20.11.1973

C. CHARGES REGISTER

regulating charges, mortgages, etc., adversely affecting the land and registered dealings thereon.

Entry Number	The date at the beginning of each entry is the date on which the entry was made on this volume of the register.	Remarks
1.	23 August 1973:- A Conveyance of land at the junction of Highbury Avenue and Iode Lane dated 14 October 1938 made between (1) Douglas Dym JAMES (Vendor) (2) Clifton End Farm Estate Limited (Estate Company) (3) Midland Bank Limited (Bank) and (4) Mitchells & Butlers Limited (Purchasers) contains covenants by the estate company and Bank a copy of which is set out in the Schedule annexed.	
2.	23 August 1973:- Lease dated 14 May 1952 to Reginald Norman Harvey and others for 95 years less 1 day from 25 March 1551 at the rent of £150. NOTE:-The lease comprises also other land.	
3.	23 August 1973:- A transfer of the land in this title dated 25 June 1972 by Leona Grace Shipway to Eanisl Ready contains a covenant a copy of which is set out in the Schedule annexed.	

Binding Margin

Book 147488 10/200 10/73 H.C. 8-1-2014

C. CHARGES REGISTER - continued.

Schedule of restrictive covenants	Remarks
The following is a copy of the covenants contained in the Conveyance dated 14 October 1938 referred to in the Charges Register. "FOR the benefit of the Site and other the property of the Purchasers adjoining or near to the property hereinafter restricted the Estate Company and the Bank respectively so far as concerns the Estate Company's property as to their respective Estates and interest therein respectively and so as to bind the Estate Company's property into whosoever hands the same may come And the Vendor as to the Vendor's remaining land and the land reserved for roads and so as to bind the same into whosoever hands the same may come (but not so as to render the Estate Company or the Bank or the Vendor or their respective successors in title liable for any breach of this covenant after they shall have parted with all interest in the property in respect of which such breach shall occur) DO HEREBY respectively COVENANT with the Purchasers and their assigns:- (1) THAT the Estate Company and the Bank and their respective successors in title will not nor shall at any time hereafter use or permit to be used the Estate Company's property or any part thereof or any buildings erected or to be erected thereon (except any portion of the Estate Company's property which may hereafter be acquired by the Purchasers) and (2) THAT the Vendor and his successors in title will not nor shall at any time hereafter use or permit to be used the Vendor's remaining land or the land reserved for roads or any part thereof respectively or any buildings erected or to be erected thereon (except any portion thereof which may hereafter be acquired by the Purchasers) for the manufacture sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold used or supplied unless the consent in writing of the Purchasers or their assigns for that purpose be first had and obtained in every case PROVIDED HOWEVER that the respective covenantors or their successors in title shall on demand by the Purchasers or their successors in title at any time hereafter at the cost of the Purchasers release and waive in favour of the Purchasers or their successors in title or reinstate the restriction contained in this covenant as regards any portion of the restricted property for which the Purchasers may desire such release and waiver and also any other restriction which would prevent the user of such portion for the purpose of licensed premises."	The law in this title falls within the Estate Company's property referred to 
The following is a copy of the covenant contained in the Transfer dated 25 June 1973 referred to in the Charges Register. "The transferee further covenants with the Transferor not to use the Property otherwise than as a private dwellinghouse"	 HIA 2/2

LAND REGISTRATION ACTS

1925 to 1971

LAND CERTIFICATE

Title number: 

NOTE So that this certificate may readily open backwards, it should not be further folded