Title Number: CE129643

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Durham (Southfield) Office (0191) 301 3500

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26 MAY 1982

FINANCE ACT 1931

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The Vendor is selsed of the property hereinafter described for an estate in fee simple in possession free from incumbrances and has agreed with the Purchasers for the sale to them of the said property at the price of Sixty thousand pounds ------

NOW THIS DEED WITNESSETH as follows :-

DUPLICATE (

1. In pursuance of the said agreement and in consideration of the sum of Sixty thousand pounds paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchasers ALL THAT the property described in the First Schedule hereto <u>SUBJECT</u> to the rights of all persons at present receiving a supply of water through the mains passing under the property hereby conveyed <u>TO HOLD</u> the same unto the Purchasers in fee simple as joint tenants _______
2. IT IS HEREBY AGREED AND DECLARED as follows : _______

(a) The boundary stone wall indicated A-B on the plan attached hereto belongs to the property hereby conveyed and shall be maintained by the Purchasers and their successors in title in a reasonable state of repair

(b) The boundary metal "park-type" fence indicated B-C on the plan attached hereto belongs to the property hereby conveyed and shall be maintained by the Purchasers and their successors in title in a reasonable state of repair

(c) The boundary dwarf brick wall indicated C-D on the plan attached hereto belongs to the property hereby conveyed and shall be maintained by the Purchasers and their successors in title in a reasonable state of repair

(d) The boundary indicated A-D on the plan attached hereto is bounded by the wall of the farm buildings and the wall gates doors and windows situate therein between the points A-D on the said plan belong to the Vendor and the same shall be maintained by the Vendor and their successors in title in a reasonable state of repair. The gate at point A on the plan attached

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hereto belongs to the property hereby conveyed and shall be maintained by the Purchasers and

their successors in title in a reasonable state of repair -

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(e) The drive to the South East of Grey Towers Farm indicated D-Y on the plan attached hereto

belongs to the Vendor and the same shall be maintained by the Vendor and their successors in

title in a reasonable state of repair -

3. The Purchasers hereby declare

(a) The Purchasers shall hold the said property upon trust to sell the same with power to

postpone the sale thereof and shall hold the net proceeds of sale and other money applicable

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as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants . (b) Until the expiration of Twenty one years from the death of the survivor of the Purchasers the Trustees for the time being of this deed shall have power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner 4. The Vendor hereby acknowledges the right of the Purchasers to the production and delivery of copies of the documents of title specified in the Second Schedule hereto and hereby undertake with the Purchasers for the safe custody thereof -IN WITNESS whereof the Common Seal of the Vendor and the hands and seals of the Purchasers have been hereunto affixed the day and year first before written -

THE FIRST SCHEDULE hereinbefore referred to

ALL THAT property situate and being known as Grey Towers Farmhouse Nunthorpe Middlesbrough in the County of Cleveland TOGETHER WITH the Farmhouse erected thereon or on some part thereof which property is for identification purposes only delineated on the plan attached hereto and thereon edged in red AND ALSO TOGETHER WITH a right of way for all purposes along the drive to the South East of Grey Towers Farm from the point marked D on the said plan to the point marked Y EXCEPT AND RESERVING unto the Vendor the following rights : (a) the right for the Vendor to use for all proper purposes connected with the remainder of the land comprising Grey Towers Farm Nunthorpe aforesaid (excluding the land hereby conveyed) (hereinafter called "the retained land") the sewers drains watercourses pipes cables wires or other channels or conduits now laid in under or over the property hereby conveyed with power at any time or times to enter thereupon for the purpose of making connecting with repairing maintaining inspecting and cleansing the same the Vendor being responsible for making good all or any damage occasioned by the exercise of such rights -(b) a right of way with or without vehicles for the Vendor and their successors in title the owner or owners for the time being of the retained land in common with all persons authorised by the Vendor -

(i) over the part of the roadway marked A-E on the plan attached hereto and thereon coloured yellow for the purpose of maintaining the wall situate on the South West side of the said roadway and for the purpose of gaining access to the gate at the point marked A on the said plan and -

(ii) over that part of the said roadway marked E-D coloured yellow on the said plan for the purpose of maintaining the said wall for the purpose of gaining access to the gate at the point marked A on the said plan and for the purpose of gaining access to the doors in the

said wall between the points marked E-D on the said plan--

Such rights of way specified in (b) (i) and (ii) shall cease on the expiration of twelve

months after the granting of planning permission for residential building in respect of the

land coloured round green retained by the Vendor and the demolition of the building retained

by the Vendor and situate to the South West of the points marked A-D on the said plan

whichever is the later but in any event not later than three years from the granting of

detailed planning permission in respect of the land coloured round green on the said plan

THE SECOND SCHEDULE hereinbefore referred to

	Date	Document	Parties
	14/3/1969	Conveyance	John Wilkinson Potts and Margaret Eleanor Potts (1) and The Land Commission (2)
	20/5/1971	Conveyance	Secretary of State for the Environment (1) and George Fordy and Son Ltd (2)
	22/3/1973	Conveyance	George Fordy and Son Ltd (1) and Fordy Properties (Greytowers) Limited (2)
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		Se	pretary
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ć	ace u pertersion		
Ļ	SIGNED SEALED A by the said AME JACKSON in the Lightline	LIA ELIZABETH)	a. Juitan.
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