

This Indenture

made the twenty seventh
day of November One thousand nine hundred and one.

Between
William Littlejohn Philip of Shrewsbury Esq in the County of Wilts Esquire of
the first part the West Wilts Land and Building Company Limited (hereinafter
called the Company) whose registered office is situate in Beacons Road Melksham in the County of
Wilts of the second part and Charles Brook of Shrewsbury Road Contractor of the third part
Beacons, Carpenter Thomas Edwin Collett of Swindon, Farmer, John All
Retired Grocer Jesse Smith Keen Boot Dealer Henry John Pocock of Halfway Farm
Farmer, Arthur Charles Brook of Forest Farmer Percy Edginton Clothier
Alfred Day Draper Herbert William Crockett Foreman Pattern Maker Frank
Whittle of Shrewsbury Blacksmith William Wilshire of Forest retired Thatcher James
Tiney Jewell and Vivian James Keovil both of Shaw Farmers Arthur Stanley
Brook of Forest all in the Parish of Melksham, Samuel Johnson Pocock and
Percy Johnson Pocock both of Wood Street Swindon Butchers, William James
Collett and Edward Brackman both of Tisbury Farmers and all in the County of
Wilts and George Keen of Magor in the County of Monmouth Clock and Gear Maker (whom and
the survivors and the survivor of whom are hereinafter referred to as the Trustees) of the third part.

Witnesseth by an Indenture of Mortgage bearing date the twenty eighth day of October One thousand
nine hundred and one and made between the Company of the one part and the said William Littlejohn

Philip of the other part the hereditaments hereinafter described were with other hereditaments assured to the
use of the said William Littlejohn Philip in fee simple subject to redemption as therein mentioned.

Witnesseth by an Indenture of Mortgage the said hereditaments are now vested in the

Company for an Estate of inheritance in fee simple and the Company have agreed to sell the same

the Trustees for the sum of One hundred and four Pounds and that the sum of Eighty Pounds part thereof

shall be paid to the said William Littlejohn Philip which sum the said William Littlejohn Philip has

agreed to accept in full satisfaction of his security on the hereditaments so sold but not so as to

affect his security on the other hereditaments comprised in the said Indenture for the residue of the

money secured by the said Mortgage.

Now this Indenture witnesseth that

in consideration of the sum of Eighty Pounds paid by the Trustees at the request of the Company

to the said William Littlejohn Philip and of the

sum of Twenty four Pounds paid

by the Trustees to the Company making together

the said purchase money of One hundred and

four Pounds (the receipt and payment

whereof respectively the said William Littlejohn

Philip and the Company respectively acknowledge)

the said William Littlejohn Philip as Mortgagee

and by the direction of the Company who direct

as Beneficial Owners hereby conveys and the

Company as Beneficial Owner hereby conveys

and confirms unto the Trustees.

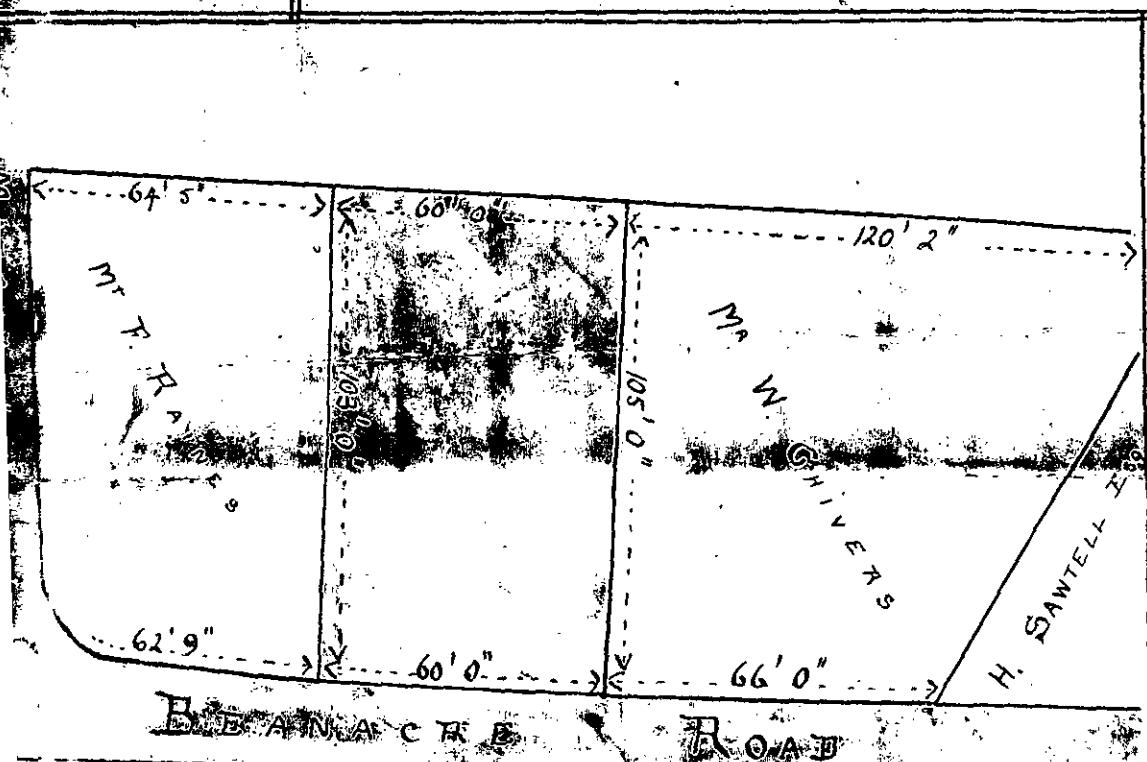
Witnesseth that a piece or plot of building land situate

in the Parish of Melksham within in the County of

Wilts abutting upon and having a frontage of

more or less to the Beacons Road

containing by admeasurement Six hundred and one



some parts or thereabouts and which said piece of land forms part of a close of meadow or pasture land situate to certain thirteen acres thereunto and his holes more or less numbered 664 on the Ordnance Survey Map for the said parish of Melksham formerly part of a Close of Meadow land called 'Home Ground' and which said plot of land intended to be hereby conveyed is for the purpose of identification delineated on the plan drawn on these presents and thereon coloured pink **To Have** the same unto and to the use of the Trustees as joint tenants in fee simple discharged from the said indenture of Mortgage and from all moneys thereby secured but subject to the conditions contained in the first schedule next. And Trust to erect or build thereon a Dwellinghouse and offices to be used and occupied as a Dwellinghouse by the Minister who shall from time to time be duly appointed by the General Baptist Church now uniting at Old Broughton Road Melksham aforesaid. And upon further trust to keep such Messuage and Offices in repair and insured against loss or damage by fire And upon further trust in case for any reason the said dwellinghouse shall not for the time being be required as a residence for such Minister to let the same from year to year at the best rent obtainable and to use and apply such rent for such purposes in aid of the general funds of such Baptist Church or allow the same to accumulate as the Trustees or the majority of them in Meeting assembled duly convened by Notice containing agenda of the business for such Meeting delivered or sent by post to the Trustees seven days prior thereto And upon further trust and with absolute power to sell the said land dwellinghouse and premises if and when the Trustees shall so decide and convey the same to the purchaser in fee simple discharged from the said trusts. And it is hereby declared that no Lessee or Purchaser shall be bound to enquire into the propriety of such letting or sale. **And**

the said William Littlejohn Philip at the request of the Company hereby acknowledges the right of the Trustees to production of the documents specified in the second schedule next and to delivery of copies thereof which documents are retained by the said William Littlejohn Philip as relating not only to the indentments hereby conveyed but also to other indentments comprised in the said indentment of mortgage. **And** the Company covenants with the Trustees that when and so soon as the said

documents or any of them shall come into the possession of the Company their successors or assigns by reason of the satisfaction of the said mortgage debt or otherwise they will at the request and costs of the Trustees give to them a Statutory undertaking for their safe custody and that after the said documents or any of them shall have so come into possession as aforesaid and until such undertaking as aforesaid shall be given the Company their successors or assigns shall be subject to the same obligations in all respects as if such undertaking had been given **W. Littlejohn Philip** whereof the parties hereto of the first and third parts have hereunto set their hands and seals and the Company hath caused its common seal to be affixed hereto the day and year first before written

The First Schedule before referred to.

- (A) No Building shall be erected within the space of nine feet from the adjoining boundary of any Road, Street or Footway.
- (B) No Wall or fence abutting upon any Road, Street or Footway shall to the extent of the actual frontage of the house be a greater height than four feet or otherwise of a greater height than six feet and no Wall or fence separating the Building Plots shall be of a greater height than six feet.
- (C) No excavations other than for the necessary and reasonable purposes of erecting such houses shall be made in or upon the said lands without the consent in writing of the said William Littlejohn Philip his Executors Administrators or assigns first had and obtained.
- (D) No noxious noisome trade or business shall at any time be carried on upon any part of the said lands or in any buildings to be erected thereon.
- (E) No manufacture Trade or Business shall at any time be carried on or engaged in upon any part of the said land except such as may be carried on in a building containing an area of not more than five thousand square feet.

The Second Schedule

Before referred to:

1861 March 29th Conveyance between Thomas Jefferys of the first part Benjamin Bodinon of the second part and Charles Thomas Moul of the third part.

1896 March 25th Conveyance between B Carrington of the one part and William James Collett of the other part

1901 March 25th Conveyance between William James Collett of the one part and William Littlejohn Philip of the other part

1902 October 28th Conveyance between William Littlejohn Philip of the one part and The West Wilts Land and Building Company Limited of the other part.

1902 October 28th Mortgage between The West Wilts Land and Building Company Limited of the one part and William Littlejohn Philip of the other part.

Signed Sealed and Delivered by the above named

William Littlejohn Philip in the presence of

Wm James Collett

One of the parties

The Common Seal of the West Wilts Land and Building Company Limited was affixed hereto in the presence of

Wm James Collett

Directors

Wm James Collett

Secretary

Signed sealed and delivered by the before named Charles Crook John Hunt Charles Edwin Collett Edwin Shute Samuel Smith Rees Henry John Pocock Arthur Charles Crook Percy Edgar May Day

in the presence of

William Littlejohn Philip in the presence of

Wm James Collett

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Charles Crook

John Hunt

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Edwin Shute

Samuel Smith Rees

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