

Dated 3rd April 1890.

Mess^{rs} George James Wright
and James Wright.

to
Mr Thomas Duckworth.

Mortgage of the Great Northern Dyeworks Hempshaw
Lane Stockport in the County of Chester for securing £1500
and interest at £5 per cent.

Dated 12th September 1894

Mr Thomas Duckworth

to
Mr William G. Thompson

Transfer.
(Endorsed).

**INDENTURE DATED 1890; MORTGAGE OF THE GREAT NORTHERN DYEWORKS,
HEMPSHAW LANE, STOCKPORT, CHESHIRE**

Outside

Dated 3rd April 1890

Mess^{rs} **George James Wright and James Wright**

to

M^r **Thomas Duckworth**

Mortgage of the Great Northern Dyeworks Hempshaw Lane Stockport in the County of Chester for securing £1500 and interest at £5 per cent.

Signed sealed and delivered by the within named George James Wright and James Wright in the presence of

Geo. H. Hankinson

Solicitor

Manchester

And by the within named Thomas Duckworth in the presence of
Geo. H. Hankinson

[Outer side of velum sheet also contains two additions of 1894 and 1901 – see below]

Inside

This Indenture made the third day of April One thousand eight hundred and ninety

Between George James Wright and James Wright formerly of the City of Manchester but now of Stockport in the County of Chester Dyers and Cleaners (who are hereinafter referred to as “mortgagors”) of the one part and Thomas Duckworth of The Grange Stretford in the County of Lancaster Traveller (hereinafter referred to as “Mortgagee”) of the other part

Witnesseth that in consideration of the sum of One thousand five hundred pounds paid by the said mortgagee to the said mortgagors (the receipt whereof the said mortgagors do hereby acknowledge) They the said mortgagors do hereby jointly and severally covenant with the said mortgagee to pay to him on the third day of October next the sum of One thousand five hundred pounds with interest thereon in the meantime after the rate of Five pounds per centum per annum computed from the date of these presents and also so long after the said third day of October next as any principal money remains due under this

mortgage to pay to him interest thereon after the same rate by equal half yearly payments on the third day of April and the third day of October in every year

And this Indenture also Witnesseth that for the consideration aforesaid the said mortgagors as beneficial Owners Do and each of them Doth hereby convey unto the said mortgagee

All that plot or parcel of land situate in Stockport aforesaid formerly part of a certain close or field on the northerly side of Hempshaw Lane in Stockport aforesaid called the Pasture Field bounded on the easterly and westerly sides thereof respectively by other parts of the said close on the Northerly side thereof by land formerly belonging to **Lady Vernon** and on the Southerly side thereof by Hempshaw Lane aforesaid and containing in length on the easterly side thereof Eighty six yards and eighteen inches or thereabouts on the westerly side ninety five yards and twelve inches or thereabouts on the northerly side sixty yards or thereabouts and on the Southerly side fifty five yards and sixteen inches or thereabouts and in the whole Five thousand two hundred and eighty five square yards of land superficial measure or thereabouts Together with all such full and free liberty power and authority as is now vested in the said mortgagors to turn and divert the small stream spring or rivulet of water now or formerly arising in or flowing through or from the land of one **John Mosley** situate on the westerly side of the said plot of land hereby conveyed in to and through the same plot of land and then to use and enjoy the same for all manner of purposes whatsoever And also all that factory or Mill (now used as Dye Works and called "The Great Northern Dye Works") warehouse Counting house engine house cottage and all other the edifices and buildings erected and built upon the said plot of land hereby conveyed or upon some part thereof or such of them as are now standing and being thereon Subject to the exception and reservation (if still subsisting) unto the owners or occupiers for the time being of the remainder of the said field called the Pasture Field of free liberty to fetch and take water from the reservoir on the said land for the purpose of supplying therewith a certain brickyard or the remainder of the said land and for all farming and domestic purposes (which said plot of land buildings and premises hereby conveyed by an Indenture dated the thirteenth day of February one thousand eight hundred and sixty nine and made between **John Wild Gabriel Christopher Trowell Gabriel** and **Sir Thomas Gabriel Sarah Wild Nash** and **William Higgs** of the one part and the said mortgagors of the other part with the appurtenances but subject to the exception and reservation aforesaid were conveyed and assured unto and to the use of the said mortgagors their heirs and assigns in equal shares as tenants in common Subject to the yearly rent of Twelve pounds limited in use by an Indenture of Feoffment dated the twenty fourth day of June one thousand eight hundred and twenty nine and to the performance of the feoffees covenants conditions and agreements in the same Indenture contained) And also (by way of grant and not of exception) all and singular the steam Engines boilers pipes for steam gas and water fixtures shafting and machinery whatsoever other than and except "trade machinery" as defined by

Section 5 of the Bills of Sale Act 1878 which are now or which may hereafter be in upon or about the said hereditaments and premises hereby conveyed

To hold the said plot of land buildings and premises hereby conveyed unto and to the use of the said mortgagee in fee simple subject to the said yearly rent of Twelve pounds limited in use by the said Indenture of Feoffment of the twenty fourth day of June one thousand eight hundred and twenty nine and to the feoffees covenants conditions and agreements therein contained so far as the same remain to be paid observed and performed

Provided always that if the said sum of One thousand five hundred pounds with interest thereon shall be paid on the said third day of October next according to the foregoing covenant in that behalf the said premises shall at the request and cost of the said mortgagors their heirs or assigns be reconveyed to them as tenants in common or as they shall direct

Provided also and it is hereby declared and agreed that if at any time during the subsistence of this security the said mortgagors shall be desirous of reducing the said mortgage debt or sum of One thousand five hundred pounds by part payment it shall be lawful for them to repay to the said mortgagee any sum not being less than Five hundred pounds on each occasion of exercising this power on giving to the said mortgagee three calendar months notice in writing of their intention to make such repayment each such notice to expire on one of the half yearly days hereinbefore appointed for the payment of interest But it is hereby declared that the foregoing power shall not in anywise affect or diminish any of the Statutory or other rights of the said mortgagee and in particular shall not prevent him from at any time after the said third day of October next calling in the whole of the principal moneys for the time being owing upon the security of these presents

And the said mortgagors do hereby jointly and severally covenant with the said mortgagee that they the said mortgagors their heirs executors administrators or assigns will at all times during the continuance of this security keep the said dye works warehouse counting house engine house Cottage and other buildings and the fixed machinery and fixtures comprised herein insured against loss or damage by fire in the sum of One thousand five hundred pounds at least in the names of the said mortgagee his executors administrators or assigns and in some Insurance Office approved by him or them and will deliver to him or them on demand the receipt for every premium payable in respect of such Insurance And also that they the said mortgagors their heirs executors administrators or assigns will at all times during the continuance of this security duly pay the said yearly rent of Twelve pounds limited in use by and observe and perform the feoffees covenants conditions and agreements contained in the said Indenture of Feoffment of the twenty fourth day of June one thousand eight hundred and twenty nine so far as the same respectively remain to be

paid observed and performed and keep indemnified the said mortgagee and his estate and effects from the payment of the said rent and the observance and performance of the said covenants conditions and agreements and from all claims and demands on account thereof

And it is hereby declared that the said mortgagors their executors administrators or assigns shall not without the consent in writing of the said mortgagee his executors administrators or assigns exercise the power of leasing conferred on a mortgagor while in possession by the eighteenth Section of the Conveyancing and Law of Property Act 1881

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written

George James Wright
James Wright
Thomas Duckworth

ADDITION 1894

Dated 12th. September 1894
M^r. Thomas Duckworth
to
M^r. **William G. Thompson**
Transfer (Endorsed).

This Indenture made the twelfth day of September One thousand eight hundred and ninety four Between Thomas Duckworth of The Grange Stretford in the county of Lancaster Aniline Dye Manufacturer of the one part And William Goulden Thompson of Cooper Street Manchester in the said county of Lancaster Aniline Dye Manufacturer of the other part

Whereas under and by virtue of the within written Indenture of Mortgage the principal sum of Fifteen hundred pounds secured thereby remains owing to the said Thomas Duckworth but all interest thereon has been paid up to the date of these presents

And whereas the said William Goulden Thompson hath agreed to pay to the said Thomas Duckworth the sum of Fifteen hundred pounds upon having a transfer of the said mortgage in manner hereinafter mentioned

Now this Indenture witnesseth that in consideration of the sum of Fifteen hundred pounds to the said Thomas Duckworth paid by the said William Goulden Thompson on or before the execution of these presents (the receipt whereof the said Thomas Duckworth hereby

acknowledges) The said Thomas Duckworth as mortgagee thereby assigns unto the said William Goulden Thompson the said principal sum of Fifteen hundred pounds secured by the within written Indenture of Mortgage and all interest henceforth to become due thereon and the full benefit of all securities for the same

To hold the same unto the said William Goulden Thompson absolutely

And this Indenture also Witnesseth that for the consideration aforesaid the said Thomas Duckworth as mortgagee hereby conveys unto the said William Goulden Thompson

All the lands buildings tenements hereditaments and premises comprised in the within written Indenture of Mortgage

To hold the same unto and to the use of the said William Goulden Thompson in fee simple Subject to the yearly rent of Twelve pounds mentioned in the within written Indenture and limited in use by the within mentioned Indenture of Feoffment of the 24th day of June 1829 and to the feoffees covenants conditions and agreements therein contained so far as the same remain to be paid observed and performed And subject also to such right or equity of redemption as is now subsisting in the said premises under or by virtue of the within written Indenture of Mortgage

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first before written

Thomas Duckworth

Signed sealed and delivered by the above named Thomas Duckworth in the presence of
Andrew M^cQuade
 Solicitor
 Manchester

ADDITION 1901

Dated 7 March 1901
 M^r W G. Thompson
 to
 Mess^{rs} G Wright & Sons
 Reconveyance

This Indenture made the seventh day of March One thousand nine hundred and one
Between the before named William Goulden Thompson (hereinafter called the Mortgagee)
of the one part and the within named George James Wright and James Wright (hereinafter
called the Mortgagors) of the other part

Witneseth that in consideration of all principal monies and interest secured by the within
written Indenture of Mortgage and the before written Indenture of Transfer (hereinafter
referred to as the Principal Indentures) having been paid (the receipt whereof the
Mortgagee doth hereby acknowledge) The Mortgagee as Mortgagee hereby conveys Unto
the Mortgagors

All the lands buildings works tenements hereditaments and premises comprised in and
conveyed by the Principal Indentures or which are now by any means vested in the
Mortgagee under or by virtue of the principal Indentures

To hold the same Unto and to the use of the Mortgagors in fee simple as tenants in common
freed and discharged from all principal moneys and interest secured by and all claims and
demands under the principal Indentures or either of them Subject to the Yearly rent of
Twelve pounds limited in use by the within mentioned Indenture of Feoffment of the twenty
fourth day of June One thousand eight hundred and twenty nine and to the Feoffees
Covenants conditions and agreements therein contained so far as the same remain to be
observed and performed

In witness whereof the said parties to these presents have hereunto set their hands and
seals the day and Year first before written

W. G. Thompson

Signed sealed and delivered by the said William Goulden Thompson in the presence of
Henry Ryan
Clerk with Messrs. **Crofton Craven & Worthington**
Solicitors Manchester