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Title Number LA463601

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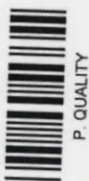


DEED OF APPOINTMENT AND CONVEYANCE is made the

4th day of August One thousand

nine hundred and eighty one B E T W E E N THOMAS BAILEY of Manor House Farm Eccleshill Darwen in the County of Lancaster (hereinafter called "the Appointor") of the first part PHILIP THOMAS PRESSLER of 4 Church Street Darwen aforesaid Solicitor (hereinafter called "the New Trustee") of the second part the Appointor and the New Trustee (hereinafter called "the Vendors") of the third part and WILLIAM DICKINSON BROWN of Goose House Lane Darwen aforesaid (hereinafter called "the Purchaser") of the fourth part

W H E R E A S by an Assent dated the Second day of May One thousand nine hundred and sixty nine John Bailey assented to the vesting in himself and the Appointor of (inter alia) the property hereinafter conveyed and in such Assent the said John Bailey and the Appointor declared that they should hold the said property upon trust to sell the same with power to postpone the sale thereof and to hold the net proceeds of sale and the net rents and profits thereof until sale upon trust for themselves in equal shares as tenants in common AND WHEREAS the said John Bailey died on the Tenth day of August One thousand nine hundred and seventy nine AND WHEREAS the Appointor in execution of the said trust for sale has agreed with the Purchaser for the sale to him of the said property for an estate in fee simple in possession at the price of Eleven thousand five hundred pounds AND WHEREAS in order to carry out the said sale the Appointor desires to appoint the New Trustee to be a Trustee of the hereinbefore



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recited Assent in the place of the said John Bailey and jointly with himself _____

N O W THIS DEED W I T N E S S E T H as follows:-

1. THE Appointor in exercise of his statutory power in that behalf and every other power enabling him hereby appoints the New Trustee to be a Trustee of the hereinbefore recited Assent jointly with the Appointor in the place of the said John Bailey _____

2. IN consideration of the sum of Eleven thousand five hundred pounds paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Trustees hereby convey unto the Purchaser FIRST ALL that plot of land situate at Eccleshill near Darwen aforesaid containing in the whole some four point six four acres or thereabouts and shown for identification purposes only edged red on the plan A annexed hereto TOGETHER with the messuage or dwellinghouse erected thereon or on some part thereof and known as Manor House Farm Cottage Eccleshill near Darwen aforesaid AND SECONDLY ALL that the part of the first floor and attic of the said Cottage as is edged red on the plan B annexed hereto TOGETHER with a right of support for the property secondly hereby conveyed from the property retained by the Vendors at all times hereafter in the state and condition at the date hereof and free passage and running of gas electricity water and soil through and along such pipes channels drains and watercourses as are in or under the said retained property BUT EXCEPTING AND RESERVING the right of shelter from the property secondly hereby conveyed for such part of the said retained property as lies underneath the same and the free passage and running of gas electricity water and soil through

and along the pipes channels drains and watercourses in or under the property hereby conveyed TO HOLD the property hereby conveyed unto the Purchaser in fee simple

3. THE Purchaser hereby covenants with the Vendors that the Purchaser shall not use the property hereby firstly conveyed for any purpose other than that for which it has hitherto been used and in particular there shall be no industrial business or other development of the said property hereby firstly conveyed

4. FOR the avoidance of doubt it is hereby declared that the joists upon which the floors of the first floor of the property secondly hereby conveyed rest and the said floor are the property of the Purchaser and shall be maintained and repaired by the Purchaser or his successors in title AND IT IS HEREBY FURTHER DECLARED that the walls separating the parts of the building as are included in the land hereby first and secondly conveyed from the part of the adjoining building retained by the Vendors shall hereafter be the property of the Purchaser AND IT IS FURTHER HEREBY AGREED AND DECLARED that as between the properties hereby first and secondly conveyed and the property retained by the Vendors all privileges and incidents of user in the nature of easements quasi easements or rights in the nature of easement shall continue to be so used and enjoyed and shall be deemed to be granted or reserved (as the case may be) as rights and easements accordingly and where any such user has formerly been in common the owner or owners for the time being of the dominant and servient tenements shall bear the necessary costs of maintenance and repair in fair and reasonable proportions

5. THE Vendors hereby acknowledge the right of the Purchaser to the

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production of the deeds and documents specified in the Schedule hereto and to delivery of copies thereof _____

6. 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 the aggregate amount or value of the consideration exceeds Twenty thousand pounds

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals the day and year first before written _____

THE SCHEDULE

23rd October 1929

CONVEYANCE made between the Darwen and Mostyn Iron Company Limited of the one part and William Bailey of the other part

2nd May 1969

ASSENT of this date under the hand of John Bailey (as hereinbefore recited)

SIGNED SEALED AND DELIVERED)
by the said Thomas Bailey in)
the presence of:-

John Bailey

Philip Thomas Pressler

Robert

James

SIGNED SEALED AND DELIVERED)
by the said Philip Thomas
Pressler in the presence
of:-

Philip Thomas Pressler

K. Herd

his Clerk

SIGNED SEALED AND DELIVERED
by the said William
Dickinson Brown in the
presence of:-

W Brown.

*Wm H Smith
Scriber
Accountant.*

(5) 24463601

L. M. S.

MOOREHEAD BRANCH

Old Quarries

III

105

104

109

Manor Farm

SCALE OF FEET

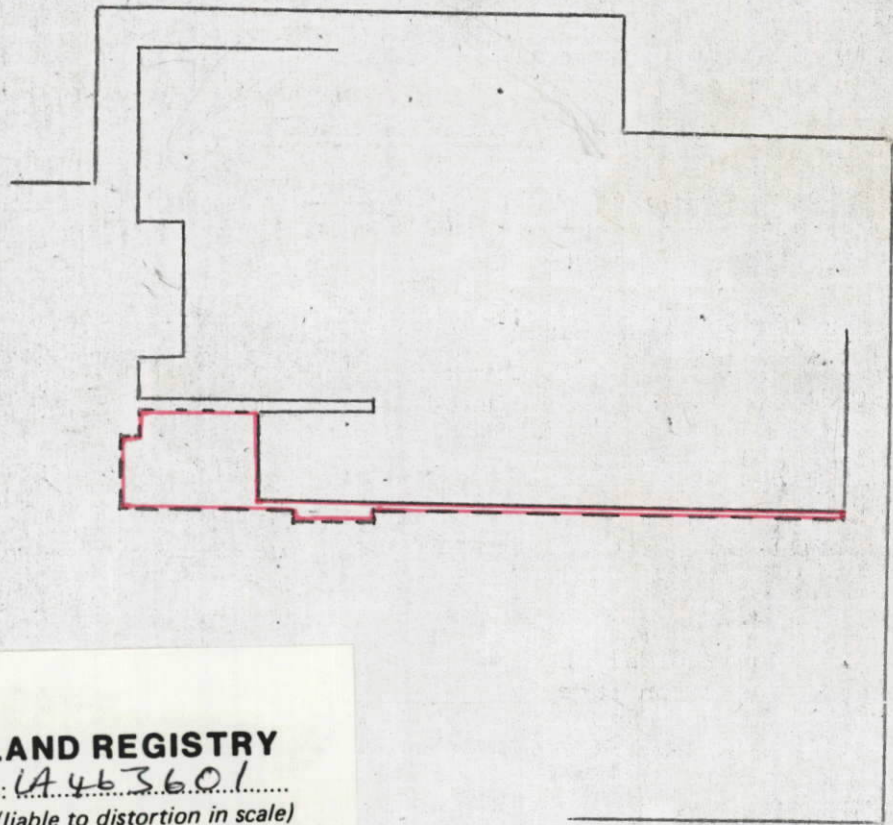


PLAN

H137
H M LAND REGISTRY
Title No. 14 463601
COPY (liable to distortion in scale)
of plan to *Compendium*
dated 4/8/1981
6/80

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Plan Referred To



H137

H M LAND REGISTRY

Title No: LA 463601

COPY (liable to distortion in scale)

of plan to: Conveyance

dated 4/8/1981

6/80

ALAN HARGREAVES
Chartered Surveyor
BLACKBURN



PLAN