

This Legal Charge

is made the

day of

One Thousand Nine Hundred and Seventy Nine

BETWEEN ANN PATRICIA DICKSON of Darbyshires Farm House, School Lane, Westhead, near Ormskirk in the County of Lancaster (Married Woman)
of

(hereinafter called "the Mortgagor") of the one part and ALAN JOHN DICKSON of Darbyshires Farm House, School Lane, Westhead, near Ormskirk aforesaid (hereinafter called "the Surety") of the second part

and MERSEYSIDE BUILDING SOCIETY of 41, North John Street, Liverpool in the County of Lancaster (incorporated pursuant to the Building Societies Act, 1874, and hereinafter referred to as "the Society") of the third part

AND WHEREAS the Mortgagor is seized in fee simple free from incumbrances (except as hereinafter mentioned) of the premises hereinafter described

AND WHEREAS the Mortgagor is entitled by the Rules of the Society to an advance of SEVEN THOUSAND FIVE HUNDRED POUNDS in respect of Seven Hundred and Fifty Shares of Ten Pounds each held by the Mortgagor in the Society repayable with interest thereon at the rate of Fourteen and one Quarter (14 1/4) per centum per annum calculated in accordance with the table now in use by the Society without any deduction for income tax over a period of Fourteen years upon securing the repayment of such advance and interest in manner hereinafter appearing AND WHEREAS further advances may (subject to the said Rules) hereafter be made to the Mortgagor out of the funds of the Society and it has been agreed that this Deed shall be executed as security as well for the subscriptions interest fines and other moneys payable in respect of the said advance of Seven Thousand Five Hundred Pounds now intended to be made as also such further advance as may hereafter be made as aforesaid AND WHEREAS the Surety has agreed to join in this Deed as Surety for the Mortgagor in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:—

1. In consideration of the sum of Seven Thousand Five Hundred Pounds now paid to the Mortgagor by the Society out of the funds of the Society the receipt whereof the Mortgagor hereby acknowledge the Mortgagor and the Surety hereby jointly and severally covenant with the Society to pay to the Society the sum of Seven Thousand Five Hundred pounds with interest thereon at the rate aforesaid at the times and in manner following that is to say:—

The sum of One Hundred and Ten Pounds without any deduction as aforesaid on the next subscription day of the Society and the sum of One Hundred and Ten Pounds without any deduction as aforesaid on every subsequent monthly subscription day until the whole sum of Seven Thousand Five Hundred pounds and the interest thereon shall be fully paid and satisfied and will pay all such other subscriptions fines and other payments if any 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 of Seven Thousand Five Hundred pounds.

2. THAT if a further advance shall hereafter be made to the Mortgagor the Mortgagor and the Surety hereby jointly covenant with the Society to make such payments in respect thereof and at the times and in manner as may be prescribed by the Rules of the said Society in respect thereof or by a resolution of the Directors of the Society

3. THE Mortgagor as beneficial owner hereby charge by way of legal mortgage ALL AND SINGULAR the premises specified and described in the Schedule hereunder written with the payment to the Society of the moneys hereby covenanted to be paid by the Mortgagor under this Deed or under the present or future Rules and Regulations of the Society in force during the continuance of this security

4. THE MORTGAGOR and the Surety hereby jointly and severally covenant with the Society during the continuance of this security as follows:—

4. That the Mortgagor shall and will from time to time and at all times hereafter perform and observe the present and any future Rules and Regulations of the Society in respect of the advance above mentioned and of the said shares except so far as such Rules or Regulations are expressly modified by this Deed.

and severally.

8. (a) SECTION 93 of the Act (which restricts the consolidation of Mortgages) shall not apply to this charge. (b) The Statutory powers of leasing or of agreeing to lease or of accepting or agreeing to accept a surrender of a 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.

9. 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 Fourteen and One Quarter per centum per annum with yearly rests 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.

10. THE Mortgagor or the Surety will on demand pay to the Society any balance which may remain due after the realisation of this security.

11. Without prejudice to any right of the Surety against the Mortgagor as principal debtor the Surety shall under any covenant by the Surety herein contained be deemed a principal debtor and not merely a Surety and accordingly shall not be discharged nor shall the liability of the Surety be affected :-

- (i) by any giving of time for payment of any money, or
- (ii) by any agreement not to call in money before a specified time, or
- (iii) by any other arrangement between the Society and the Mortgagor, or
- (iv) by any omission on the part of the Society to enforce any covenant or obligation enforceable against the Mortgagor, or
- (v) by any other act or thing omission or means whereby the liability of the Surety would not have been discharged if the Surety had been a principal debtor.

12. THE powers conferred upon the Society by this Deed are in addition to all other powers and remedies vested in the Society under the Rules and Regulations thereof or by Statute for recovering or enforcing payment of the moneys intended to be hereby secured.

13. IN this Deed so far as the context allows the terms "the Mortgagor" and "the Society" include all persons deriving title under the Mortgagor and the Society respectively and the Surety shall include his personal representatives.

IN WITNESS whereof the Mortgagor and the Surety have hereunto set their hands and seals and the Society hath hereunto affixed its Common Seal the day and year first hereinbefore written.

THE SCHEDULE hereinbefore referred to.

ALL THAT piece of land (containing one acre or thereabouts)

being part of the premises known as Derbyshire's Farm Westhead in the County of Lancaster TOGETHER WITH the building known as "The Farmhouse" and other buildings erected thereon.

SIGNED SEALED AND DELIVERED by
the said Ann Patricia Dickson
in the presence of :-

Ann P. Dickson

SIGNED SEALED AND DELIVERED by
the said Alan John Dickson in
the presence of :-

A. J. Dickson