

WAB99297



THIS CONVEYANCE is made the ~~thirteen~~ day of

One thousand nine hundred and eighty four BETWEEN DENISE MARY CATHERINE HATCHARD of Maenllwyd Isaf Abermule Powys (hereinafter called "the Vendor") of the one part and DAVID PARRY BATES and JOAN ANNE BATES both of Beech Lodge Woodfield Lane Hessle North Humberside (hereinafter called "the Purchasers") of the other part

WHEREAS the Vendor is seised (inter alia) 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 for the said estate at the price of Twenty thousand pounds and it has been agreed that the same shall be vested in them as joint tenants in manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

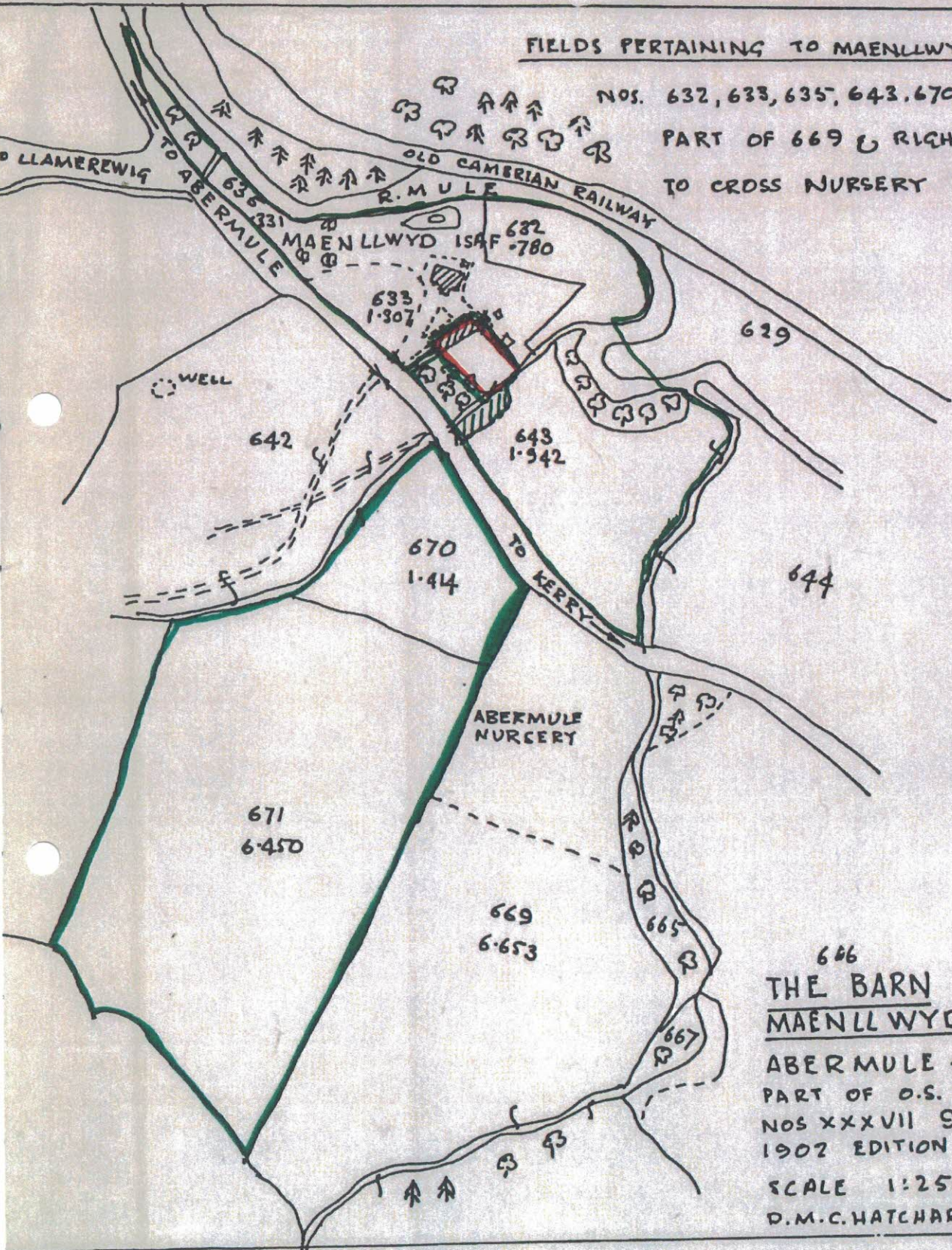
1. In pursuance of the said agreement and in consideration of the sum of Twenty thousand pounds paid by the Purchasers to the Vendor (the receipt whereof the Vendor hereby acknowledges) the Vendor as beneficial owner hereby conveys unto the Purchasers ALL THAT the property described in the Schedule hereto TO HOLD the same UNTO the Purchasers in fee simple as beneficial joint tenants
2. It is hereby declared that the Purchasers or other the trustees for the time being of this deed shall have full power until the expiration of a period of eighty years from the date hereof (which period shall be the perpetuity period applicable hereto) 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
3. It is hereby agreed and declared that the Purchasers or their successors in title shall not be entitled to any right or easement of light or air or otherwise which would restrict or in any way interfere with the free user for building or for any other purpose of any adjoining or neighbouring property of the Vendor





FIELDS PERTAINING TO MAENLLWYD ISAF ESTATE

NOS. 632, 633, 635, 643, 670, 671 &  
PART OF 669 & RIGHT OF WAY  
TO CROSS NURSERY



666  
THE BARN  
MAENLLWYD ISAF  
ABERMULE ~ POWYS  
PART OF O.S. SHEETS  
NOS XXXVII 9 & 13  
1902 EDITION  
SCALE 1:2500  
D.M.C. HATCHARD 4.11.1984



4. The Purchasers with the intention that this covenant shall bind the property hereby conveyed into whosoever hands the same may come and every part thereof and enure for the benefit of the land edged green on the plan but so that the Purchasers shall not be personally liable for any breach thereof committed after they have parted with all interest in the said property the Purchasers hereby jointly and severally covenant with the Vendor that the Purchasers and their successors in title will at all times hereafter observe and perform the restrictions and conditions set forth in the Second Schedule hereto

5. It is hereby agreed and declared for the mutual benefit of the Vendor and Purchasers the property hereby conveyed has not and will not immediately after completion be fenced off from the retained land of the Vendor however the boundaries will be agreed and marked with permanent marker posts and at the request of either party the Vendor and Purchasers will at their joint expense erect suitable fences on the unfenced boundaries and such fences shall become party fences and maintainable and repairable as such

6. The Vendor hereby covenants with the Purchasers that if the Purchasers are prevented by the planning or other competent authority from using the land hatched green on the said plan to gain access to the property hereby conveyed from the public highway then the Vendor will grant the Purchasers all necessary rights of way from the property hereby conveyed as far as and over the existing entrance to Maenllwyd Isaf from the main road over and along a convenient route

7. The Vendor hereby acknowledges the right of the Purchasers to the production of the documents specified in the Third Schedule hereto and to delivery of copies thereof and undertakes with the Purchasers for the safe custody of the same

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in

not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty thousand pounds.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

THE FIRST SCHEDULE before referred to

ALL THAT piece or parcel of land situate at Maenllwyd Isaf Abermule in the County of Powys being The Barn at Maenllwyd Isaf aforesaid TOGETHER WITH the garden thereto belonging ALL WHICH property is for the purpose of identification only coloured and edged red on the plan attached hereto TOGETHER ALSO WITH all that piece or portion of the adjoining land being part of OS 643 and for the purpose of identification only is hatched in green on the said plan AND TOGETHER ALSO WITH the following rights:-

- (a) a right in common with the Vendor (so far as she is able to grant) to take water for all purposes from a spring situate in Field No. Powys 642 with all necessary rights of entry on to Field 642 and the property retained by the Vendor edged green on the said plan to repair and maintain and replace as appropriate the spring and pipeline from it to the property hereby conveyed
- (b) a right in common with the Vendor to drain into the septic tank on the said retained land and all necessary rights of entry on to the said retained land for the purpose of inspecting repairing maintaining and replacing as necessary the pipeline and the septic tank
- (c) a right of access on to the retained land for a depth of six feet from the Northern Western and Eastern walls of The Barn for the purpose of inspecting repairing and maintaining and renewing as necessary the walls and structure of The Barn
- (d) a right to use the electricity and other services laid on under or above the retained land serving the property hereby conveyed and all



appropriate rights of entry for the inspection repair maintenance and renewal as necessary the Purchasers causing as little damage as possible and making good to the reasonable satisfaction of the Vendor any damage caused

(e) all necessary rights and easements (including rights hitherto enjoyed as quasi-easements) of which the property hereby conveyed has the benefit or to which it is subject by virtue of its hereto common ownership and occupation RESERVING to the Vendor and her successors in title owners or occupiers from time to time of Maenllwyd Isaf a right of way over and along the land hatched green on the said plan /

THE SECOND SCHEDULE before referred to

(a) the property hereby conveyed shall be used only as a single private dwellinghouse in single occupation but with liberty to the Purchasers to allow occasional occupation to friends as a holiday residence

(b) not to use the property hereby conveyed or allow the same to be used for any purpose or in any way which might or shall create a nuisance or annoyance to the Vendor and owners or occupiers for the time being of the land edged green and

(c) not to erect any building on the property hereby conveyed or to alter the external appearance of the Barn without the prior consent in writing of the Vendor

THE THIRD SCHEDULE before referred to

2nd August 1956	CONVEYANCE	John Maurice Shepherd Davies Elizabeth Ann Davies (1) The Vendor (2)
4th September 1968	LEGAL CHARGE	The Vendor (1) Lloyds Bank Limited (2) with RECEIPT endorsed dated 24th June 1974
1st August 1972	LEGAL CHARGE	The Vendor (1) Lloyds Bank

Limited (2) with RECEIPT

endorsed dated 24th June 1974

The Vendor (1) Midland Bank

Limited (2)

Midland Bank Plc (2) The Vendor

(2)

4th July 1980 MORTGAGE

16th May 1984 DEED OF  
RELEASE

SIGNED SEALED AND DELIVERED by)  
the said DENISE MARY CATHERINE)

*Denise Hatchard*

HATCHARD in the presence of )

*Juan Antonio  
Solicitor*

*Guilford Welsport  
Pump.*

SIGNED SEALED AND DELIVERED by)

*dlb*

the said DAVID PARRY BATES in )

the presence of GORDON )

*IAN CAMERON,  
Registered Medical  
Practitioner  
2 Chastel Ave. Hesse,  
North Hantside*

*ICameron*

SIGNED SEALED AND DELIVERED by) *Joan A. Bates*

the said, JOAN ANNE BATES in )

the presence of GORDON )

*IAN CAMERON,  
Registered Medical  
Practitioner  
2 Chastel Ave. Hesse  
North Hantside*

*ICameron*