

These are the notes referred to on the following official copy

Title Number MS181477

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

INLAND REVENUE
PRODUCED
20 APR 1983
FINANCE ACT 1981

THIS CONVEYANCE is made the 18th day of April One thousand nine hundred and eighty-two
BETWEEN LIVERPOOL CITY COUNCIL (hereinafter called "the Vendor") of the one part and JOHN PRICE and INA MAY PRICE

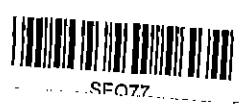
of 96 Adlam Road
in the City of Liverpool (hereinafter called "the Purchaser") of the other part

WHEREAS :

- (1) The Vendor is seised of the property hereinafter assured for an estate in fee simple subject to the tenancy of the Purchaser which is a secure tenancy within the meaning of that expression as used in the Housing Act 1980 (hereinafter called "the Act") ~~and subject to the provisions hereinafter mentioned~~ but otherwise free from incumbrances
- (2) the Purchaser has given notice to the Vendor claiming to exercise his right to buy under the Act and the parties hereto have agreed that the sum of Four Thousand Six Hundred and Eighty Pounds (hereinafter called "the purchase money") is the price payable in accordance with the provisions of the Act

NOW THIS DEED WITNESSETH as follows :

1. IN consideration of the payment of the sum of Four Thousand Six Hundred and Eighty Pounds (£4,680.00) ~~being~~ and secured as hereinafter stated ~~part of the purchase money/paid by the Purchaser to the Vendor (the receipt whereof the Vendor hereby acknowledges)~~ and the execution of a Legal Charge dated contemporaneously with but executed immediately after these presents to secure to the Vendor payment ~~of the interest~~ of the purchase money and costs with interest thereon in the manner therein described/ the Vendor pursuant to the said notice and to give effect to the right to buy conferred on the Purchaser by the Act HEREBY as Beneficial Owner CONVEYS unto the Purchaser ALL THAT property more particularly mentioned and described in the First Schedule hereto EXCEPTING AND RESERVING unto the Vendor



as is mentioned in the Second Schedule hereto T O H O L D the same unto the Purchaser in fee simple absolute as beneficial joint tenants / ~~SUBJECT to the covenants restrictions and stipulations referred to in the Fourth Schedule hereto so far as the same relate to or affect the property hereby conveyed and are still subsisting and capable of being entered~~ /

2. THE PURCHASER for himself and his successor in title HEREBY COVENANTS with the Vendor that if within five years from the date hereof there shall be a disposal as defined in Section 8 (3) of the Act (meaning a transfer of the freehold or the grant of a lease or sub-lease whether in any such case of the whole or part of the property hereby conveyed for a term of more than twenty-one years otherwise than at a rack rent (not being a mortgage term) but not including a disposal pursuant to an Order under section 24 of the Matrimonial Causes Act 1973 or section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 nor the vesting in a person taking under a Will or on an intestacy) the Purchaser or his successor in title will pay to the Vendor on demand the sum of Four thousand three hundred and twenty pounds - - - - - (the amount of the discount to which the Purchaser is entitled under the Act) reduced by twenty per cent of that amount for each complete year which shall elapse between the date of this Conveyance and the date of that disposal PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Vendor shall only be entitled to demand payment on the first of them

3. FOR the benefit and protection of the adjoining or neighbouring property retained by the Vendor ~~known as~~ in Adlam Road aforesaid

or any part or parts thereof and so as to bind as far as may be the property hereby conveyed into whosoever hands the same may come the Purchaser HEREBY COVENANTS with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter OBSERVE AND PERFORM the restrictions and stipulations set out in the Third Schedule hereto but so that neither the Purchaser nor those deriving title under him shall be liable for a breach of this covenant occurring in respect of the property hereby conveyed or any part or parts thereof after he or they shall have parted with all interest therein

4. / IT IS HEREBY AGREED AND DECLARED that the walls and fences separating the property hereby conveyed from the adjoining properties are and shall be party walls and fences and shall be maintainable as such

5. / JOINT TENANCY CLAUSE / The Purchasers hereby DECLARE as follows:-

(a) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other money applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants. (b) the trustees for the time being of this deed shall have power 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

~~in respect of any breach of any of the said restrictive covenants and conditions as set out in the Fourth Schedule hereto (but not further or otherwise) hereby COVENANTS with the Vendor that the Purchaser and the persons deriving title under him will at all times hereafter, PERFORM AND OBSERVE the said restrictive covenants and conditions and keep the Vendor indemnified against all actions claims demands and liability in respect thereof so far as the same affect the property hereby conveyed and are still subsisting and capable of being enforced~~

6. / IT IS HEREBY CERTIFIED that the transaction hereby effected does 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

Twenty Five Thousand Pounds

IN WITNESS whereof the Vendor has hereunto affixed its seal and the Purchaser has hereunto set his hand and seal the day and year first before written

FIRST SCHEDULE
(description of property)

ALL THAT piece of land situate on the easterly side of Adlam Road in the City of Liverpool TOGETHER with the dwellinghouse erected thereon and known as 96 Adlam Road aforesaid which said property is for the purpose of identification only edged red on the plan annexed hereto.

TOGETHER WITH

(a) rights in accordance with Part I of the Second Schedule to the Act of

- (i) support for buildings or any part of a building
- (ii) access of light and air to buildings or any part of a building
- (iii) the passage of water and gas
- (iv) the drainage and disposal of water sewage smoke or fumes
- (v) the use and maintenance of the pipes and other installations for the said passage drainage and disposal specified in (iii) and (iv)
- (vi) the use and maintenance of cables and other installations for the supply of electricity for the use of any telephone or the receipt directly or by landline of visual or other wireless transmissions

A L L to the extent that the same are necessary as specified in paragraph 2 (2) of the said Second Schedule to the Act

~~(b) a right of way in common with the Council and all others now entitled or within 2 years from the date of this Conveyance concerning or related to foot or with bicycles perambulators wheel irrows and like hand propelled vehicles along the pathway and passages of the land known as [redacted] or the said plan annexed hereto~~

PROVIDED THAT the exercise of all rights specified in this Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs of keeping all structures or apparatus affected by such rights in good repair and working order (including replacement where necessary) proportionate to the number of properties using the same A N Y dispute over the necessity for repair or replacement the reasonableness of costs or the number of properties to be settled by the decision of an independent expert agreed between the Council the Purchaser and all others also potentially liable to contribute or in default of such agreement appointed by the President for the time being of the Royal Institution of Chartered Surveyors

(c)

PROVIDED FURTHER that the exercise of all rights specified in this Schedule shall also be subject to the Purchaser keeping all structures or apparatus on the property hereby conveyed affected by the rights specified in the Second Schedule hereto in good repair and working order (including replacement where necessary) and dispute over the necessity for repair or replacement and the reasonableness of costs being settled in case of dispute by the like process to that set out above

SECOND SCHEDULE
(Exceptions and Reservations)

(a) The like rights to those specified in the First Schedule hereto A L L to the extent that the same are necessary as specified in paragraph 2 (2) of the Second Schedule to the Act

(b) All quasi easements and other rights in the nature of easements now used or enjoyed over the property hereby conveyed and which would be implied by statute or by reason of severance and take effect as easements in favour of a purchaser of the adjoining land of the Vendor if the same had been conveyed to such purchaser and the property hereby conveyed had been retained by the Vendor

(c) the full and free right subject to and without prejudice to the rights specified in the First Schedule hereto to erect build and/or alter as they may think fit at any time and from time to time any buildings or bays or projections to buildings on any land adjoining the property hereby conveyed and/or the opposite sides of the adjoining streets and access ways

~~(d) A right of way in like terms to those specified in the First Schedule hereto along the pathway and passage coloured brown edged blue on the plan annexed hereto~~

PROVIDED that the exercise of all rights specified in this Schedule shall be subject to the contribution by those claiming to exercise the same of a share of reasonable costs on a like basis to that specified in the first proviso to the First Schedule hereto

THIRD SCHEDULE
(Restrictions and Stipulations)

(1) Not to use the property hereby conveyed other than as a private dwellinghouse

(2) No advertisement shall be displayed and no advertisement board or hoarding (other than a "For Sale" Notice) shall be erected on the property hereby conveyed or any part thereof

(3) Not to do or allow to be done upon the property hereby conveyed any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Vendor or its successors in title owners or occupiers of the adjoining land or which may tend to lessen or depreciate its value in the neighbourhood

~~FOURTH SCHEDULE~~
~~Covenants, Restrictions and Conditions affecting the Property~~

THE COMMON SEAL of)
LIVERPOOL CITY COUNCIL)
was hereunto affixed

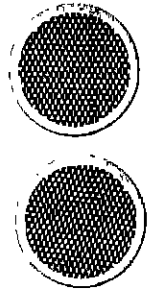


W. E. Murray
Solicitor and Secretary

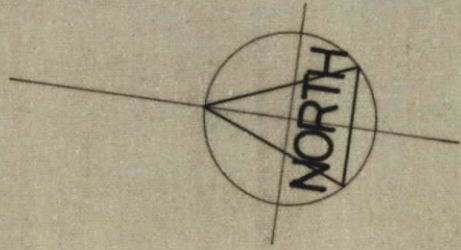
SIGNED SEALED AND DELIVERED by)
JOHN PRICE)
INA MAY PRICE)
in the presence of :-)

J. M. Price.
J. Price

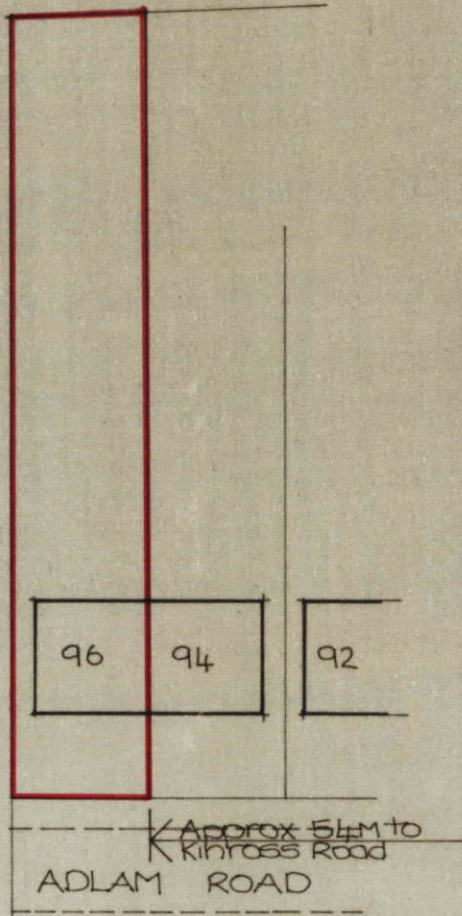
Emmett
Thompson
W. J.



Plan Referred To



BOWLING GREEN



CITY OF LIVERPOOL, ARCHITECTS DEPARTMENT

JAMES ROBB. DIP.ARCH (ABDN.) R.I.B.A.; A.R.I.A.S. CITY ARCHITECT.

CARL THOMPSON ASSOCIATES

C.B.

OCT 81

DWG. No. 20605

SCALE 1:500