

1986

Epitome of Title

Relating to Freehold hold property known as

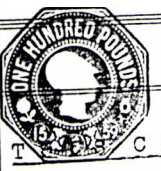
forming part of Calais Farm, Bampton, Oxfordshire

Oyez Stationery Limited

Epitome of Title A4 Fronts.

DATE	NATURE OF DOCUMENT OR EVENT ²	PARTIES ³	WHETHER ABSTRACT OR PHOTOGRAPHIC COPY ⁴	DOCUMENT NUMBER ⁵	WHETHER ORIGINAL DOCUMENT TO BE HANDED OVER ON COMPLETION
14.5.1959	CONVEYANCE	Lorna Weston Ogilvie (1) Gordon Ogilvie (2) Margaret Deneke (3) Bryan Norman Stevens & June Doreen Stevens (4)	Photo-copy	1	No
1.2.1966	DEED OF GRANT	Sd. B.N. & J.D. Stevens (1) The Secretary of State for Defence (2)	"	2	"
9.8.1971	DEED OF PARTITION	Sd. B.N. Stevens & J.D. Stevens	"	3	"
5.1.1979	LEGAL CHARGE	Sd. B.N. Stevens (1) Williams & Glyn's Bank Ltd. (2)	"	4	"
20.9.1984	OFFICIAL SEARCH	H.M. Ld. Chgs. V 0902265	"	5	"
21.9.1984	STATUTORY DECLARATION	by Sd. B.N. Stevens	"	6	"
1.10.1984	CONVEYANCE	Sd. B.N. Stevens (1) Monty Edwin Shayler & Susan Mary Shayler (2)	"	7	"
24.5.1985	LEGAL CHARGE	Sd. M.E. & S.M. Shayler (1) Amsterdam-Rotterdam Bank N.V. (2)	"	8	"

- NOTES
1. An abstract may be in the form of an Epitome accompanied by photographic copies of documents or abstracts in traditional form (examined or not as appropriate) or photographic copies of such abstracts.
 2. Indicate on the copy any parts of a document not relevant to the transaction.
 3. Where the document is a search certificate state the persons against whom search was made.
 4. Photographic copies must be (i) permanent, i.e., must be capable of remaining legible for the thirty years or so for which an abstract is usually required even if frequent reference is made to it, (ii) capable of being marked, (iii) printed in black on white paper, (iv) clear and definite so as to permit further photographic reproduction. Photographic copies of plans must also be satisfactorily coloured and show all the details of the originals.
 5. Documents accompanying the Epitome should be identified by number and that number stated in this column; numbers should continue in sequence when further documents are added (e.g. if the Epitome is used when the property is resold).



CONVEYANCE is made the *fourteenth* day of *May* 19*24*
 One thousand nine hundred and fifty nine BETWEEN LORNA WESTON OGILVIE
 of Calais Farm Bampton in the County of Oxford the Wife of Gordon Ogilvie
 (hereinafter called "Mrs. Ogilvie") of the first part the said GORDON
OGILVIE of Calais Farm, Bampton aforesaid Farmer (hereinafter called "Mr.
 Ogilvie") of the second part MARGARET DENEKE of "Gunfield" 19 Norham
 Gardens in the City of Oxford Spinster (hereinafter called "Miss Deneke")
 of the third part and BRYAN NORMAN STEVENS of Lime Tree House Bampton
 aforesaid Esquire and JUNE DOREEN STEVENS of Old Park House Woodmancote
 in the County of Gloucester Spinster (hereinafter called "the Purchasers")
 of the fourth part.

WHEREAS:-

- (1) Mrs. Ogilvie is seised in fee simple in possession subject as herein-
after mentioned but otherwise free from incumbrances of the property
described in the First Part of the Schedule hereto.
- (2) Mr. Ogilvie is seised in fee simple in possession subject as herein-
after mentioned but otherwise free from incumbrances of the property
described in the Second Part of the Schedule hereto.
- (3) Miss Deneke is seised in fee simple in possession free from incum-
brances of the property described in the Third Part of the Schedule hereto
and has agreed to sell the same to Mr. Ogilvie at the price of three
hundred and fifty pounds.
- (4) The Purchasers have agreed to purchase the properties described in
the First Second and Third Parts of the Schedule hereto at the price of
eleven thousand one hundred pounds and it has been agreed between the
parties hereto that such purchase price shall be apportioned and paid as
to nine thousand seven hundred and fifty pounds to Mrs. Ogilvie in res-
pect of the property described in the First Part of the Schedule hereto
one thousand pounds to Mr. Ogilvie in respect of the property described
in the Second Part of the Schedule hereto and as to the balance of three
hundred and fifty pounds to Miss Deneke in respect of the property des-
cribed in the Third Part of the Schedule hereto.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreements and in consideration of the sum
of nine thousand seven hundred and fifty pounds paid to Mrs. Ogilvie by
the Purchasers (the receipt of which sum Mrs. Ogilvie hereby acknowledges)
Mrs. Ogilvie As Beneficial Owner hereby conveys unto the Purchasers ALL
THAT the property more particularly described in the First Part of the
Schedule hereto TO HOLD the same unto the Purchasers in fee simple as joint
tenants subject to and with the benefit of a Grant of Easement dated the
twenty fourth day of June One thousand nine hundred and fifty five and
made between Mrs. Ogilvie of the first part The Agricultural Mortgage

1222
Original
Conveyance
produced
at the
13 Bedford Row
10 Oct 1924
Sumner
Allen
for
Cole & Co
of Burton

Examined against examiners copy
made Original Conveyance produced & examined
at the office of Sumner, Church, Smith & Co
13 Bedford Row W.C. 10th Oct 1924
Cole & Co 19/8/80

Corporation Limited of the second part Stanley Davidson and Peter John Weston Wells of the third part and South Western Gas Board of the fourth part so far as the same affects the property described in the First Part of the Schedule hereto.

2. IN further pursuance of the said agreements and in consideration of the sum of one thousand pounds paid to Mr. Ogilvie by the Purchasers (the receipt of which sum Mr. Ogilvie hereby acknowledges) Mr. Ogilvie As Beneficial Owner hereby conveys unto the Purchasers ALL THAT the property more particularly described in the Second Part of the Schedule hereto TO HOLD the same unto the Purchasers in fee simple as joint tenants subject to and with the benefit of a Grant of Easement dated the twenty fifth day of May One thousand nine hundred and fifty five and made between Mr. Ogilvie of the first part Midland Bank Limited of the second part and South Western Gas Board of the third part so far as the same affects the property described in the Second Part of the Schedule hereto.

3. IN further pursuance of the said agreements and in consideration of the sum of three hundred and fifty pounds paid to Miss Deneke by the Purchasers at the request of Mr. Ogilvie (the receipt of which sum Miss Deneke hereby acknowledges) Miss Deneke As Beneficial Owner at the request of Mr. Ogilvie hereby conveys and Mr. Ogilvie As Beneficial Owner hereby conveys and confirms unto the Purchasers ALL THAT the property more particularly described in the Third Part of the Schedule hereto TO HOLD the same unto the Purchasers in fee simple as joint tenants.

4. THE Purchasers shall stand possessed of all the premises hereby conveyed Upon Trust to sell the same with power at discretion to postpone any such sale And shall stand possessed of the net proceeds of sale (after payment of expenses) and of the net rents and profits of the premises until sale (after payment of rates taxes costs of insurance repairs and other outgoings) In Trust for the Purchasers in equal shares as tenants in common.

5. UNTIL the whole of the property hereby conveyed has been sold pursuant to the foregoing trust for sale the Purchasers and other the trustees for sale hereunder shall during the joint lives of the Purchasers and the life of the survivor of them and twenty one years after the death of such survivor have the same full and unrestricted power of mortgaging the premises or any part thereof for any purpose and in any manner and of leasing or otherwise dealing therewith as an absolute beneficial owner of the premises would have if the premises had been vested in him in fee simple.

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE above referred to.

First Part

ALL THAT farm with the messuage tenement or farmhouse cottage barns stables outhouses and closes or parcels of land belonging thereto called or known as "Calais Farm" situate in the Parish of Bampton in the County of Oxford containing in the whole 109.070 acres or thereabouts All which said premises are more particularly described below and are for the purposes of indentification only but not of limitation delineated on the plan annexed hereto and thereon edged pink TOGETHER also with half the bed or soil of the river or watercourse known as The Mill Stream where the same adjoins the land and hereditaments numbered respectively 197 198 405 and 406 on the said plan.

<u>O.S. Number</u>	<u>Description</u>	<u>State</u>	<u>Quantity</u>
429 L.V.3	Farmhouse	House and Garden	.320
X 449	Farm steading and orchard	Buildings and gardens	1.186
430 L.V.3	Home Meadow	Pasture	5.387
X 448	Home Paddock and Shed	Pasture and buildings	1.283
Pt 446	Gravel Pit Field	Arable	6.231
✓ 444 L.V.5	Bean Field	Arable	8.717
✓ Pt 404 L.V.3	Middle Field	Arable	12.287 approx.
✓ 406 L.V.3	Ley Field	Arable	8.307
✓ 405	Ley Field	Pasture	8.621
✓ 438 L.V.6	Cliftons Field	Arable	9.959
401 L.V.4	The Priors	Arable	22.386
✓ 390 L.V.4	The Priors	Arable	2.407
✓ 198 L.V.4	The Priors	Arable	7.444
✓ 196 L.V.4	Mays	Arable	7.292
✓ 197 L.V.4	Mays	Arable	7.243
			<u>109.070</u>

Second Part.

ALL THOSE pieces or parcels of land situate in the Parish of Bampton aforesaid containing in the whole 7.969 acres or thereabouts and more particularly described below and for the purpose of indentification but not of limitation delineated on the said plan annexed hereto and thereon edged blue.

<u>O.S. Number</u>	<u>Description</u>	<u>State</u>	<u>Quantity</u>
✓ 433 L.V.3	Fisher Bridge	Pasture	2.666
✓ Pt 407 L.V.3	Fisher Bridge	Pasture	5.303
			<u>7.969</u>

Third Part

ALL THOSE two pieces of land situate in the Parish of Bampton aforesaid containing in the whole 3.238 acres or thereabouts and more particularly described below and for the purpose of indentification but not of limitation delineated on the said plan annexed hereto and thereon edged yellow.

<u>O.S. Number</u>	<u>Description</u>	<u>State</u>	<u>Quantity</u>
Pt 431	hol 3	Pasture	1.770
✓ 432		Pasture	1.468
			<u>3.238</u>

SIGNED SEALED AND DELIVERED by the
above named LORNA WESTON OGILVIE
in the presence of:-

} Lorna W. Ogilvie

Witness
Address

Margaret Barker-Vaughan.
Ham Court. Bampton Exm.

Occupation

Housewife

SIGNED SEALED AND DELIVERED by the
above named GORDON OGILVIE in the
presence of:-

} Gordon Ogilvie

Witness
Address

Margaret Barker-Vaughan.
Ham Court. Bampton Exm.

Occupation

Housewife

SIGNED SEALED AND DELIVERED by the
above named MARGARET DENEKE in the
presence of:-

} Margaret Deneke

Witness's name
Address

Gwendolen Moberly
7. Tyfield Road.

Occupation

Home wife

SIGNED SEALED AND DELIVERED by the
above named BRYAN NORMAN STEVENS
in the presence of:-

} Bryan N. Stevens

Witness name
address

--- FA Hampton
--- Gate Cottage
--- Bampton

description or
occupation

--- M.B.

SIGNED SEALED AND DELIVERED by the
above named JUNE DOREEN STEVENS
in the presence of:-

} June D. Stevens

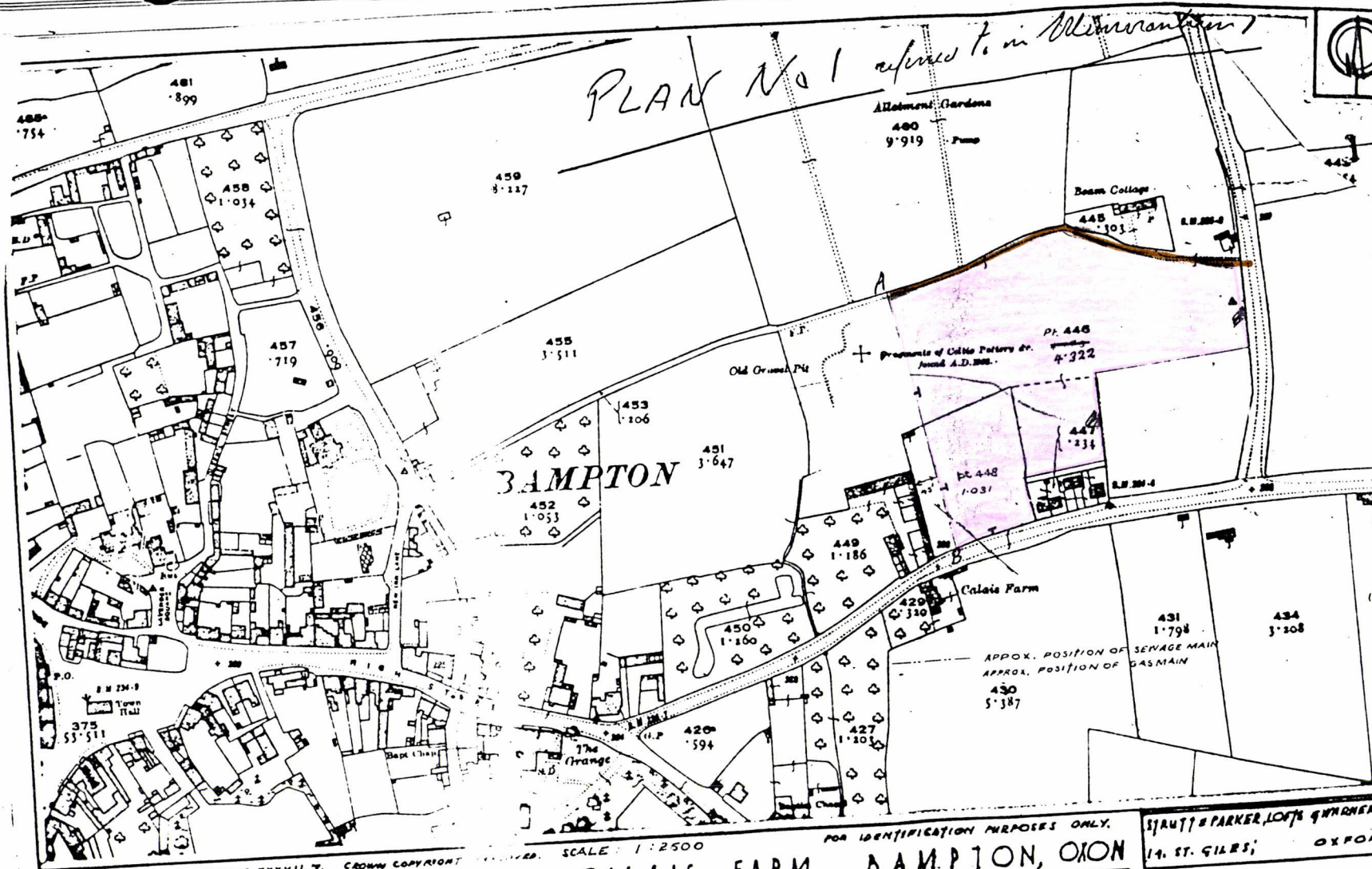
Witness name
address

--- T.A. McKee
--- Baginbun Hall
--- Cirencester

description or
occupation

--- Farmer

PLAN No 1 referred to in Memorandum 7
Allotment Gardens



PROPOSED DEVELOPMENT

SCALE : 1 : 2500

FOR IDENTIFICATION PURPOSES ONLY.

SCALE: 1:2500
CALAIS FARM. DAMPTON, OXON

STAUTTS PARKER, LOFTS & WHARF
14, ST. GILES; OXFORD

Memorandum

By a Conveyance dated 10th September 1962 the within named Purchasers conveyed to Her Majesty's Principal Secretary for the War Department part of the land comprised in the within written Deed containing 5.353 acres or thereabouts being parts of O.S. Numbers 446 and 448 Banbury Oxfordshire and for the purpose of identification only coloured pink brown in Plan marked 1 attached hereto.

By a Deed of Grant dated the 1st day of February 1966 the within named Bryan Norman Stevens and Joan Dorcas Stevens grant to the Secretary of State for Defence easements and rights in respect of a stormwater system affecting land comprised in the within written Deed consisting of paper and open ditches (see Duplicate Deed with deeds)

MEMORANDUM

By a Deed of Grant dated the 9th day of August 1986 and made between Bryan Norman Stevens of the first part William & Glynis Bunk PLC of the second part and J. A. Pye (Oxford) Limited of the third part Bryan Norman Stevens granted to J. A. Pye (Oxford) Limited the right to construct and use a sewer under a part of the enclosure numbered 446 specified in the first part of the Schedule to this Conveyance and the right of J. A. Pye (Oxford) Limited to production of (inter alia this Conveyance was thereby acknowledged

1

DATED

14th May

1954

MRS. L.H. STEVENSON and OTHERS

- to -

D.H. STEVENSON, ESQ. and ANOTHER

CONVEYANCE

- of -

Freehold property known as Calais
Farm, Bampton in the County of Oxford

*2 Messrs. [illegible]
[illegible]
[illegible]*

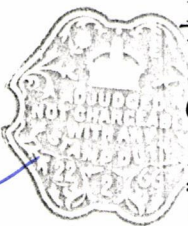
Lot 3

PRESENTED

16 FEB 1966

No. 7047

1A 66



THIS DEED OF GRANT is made the ^{first} day of February One thousand nine hundred and sixty six BETWEEN BRYAN NORMAN STEVENS of Lime Tree House Bampton in the County of Oxford Esquire and JUNE DOREEN STEVENS of Old Park House Woodmancote in the County of Gloucester Spinster (hereinafter called "the Owners") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Grantee") for and on behalf of Her Majesty of the other part

Original

Dev of

Cont

produced

re examined
at an office

Col. R. H.

B. P. O.

19/5/81

WHEREAS the Owners are the estate owners in respect of the fee simple absolute in possession of the land (hereinafter called "the said land") situate in the Parish of Bampton in the said County of Oxford across which the rights and easements hereinafter mentioned are granted free from incumbrances

AND WHEREAS the Grantee is the estate owner on behalf of Her Majesty in respect of the fee simple absolute in possession of the land and premises for the benefit of which the said rights and easements are required and which are shown on the plan attached hereto and thereon coloured green which said land and premises are hereinafter referred to as "the Grantees's land"

AND WHEREAS the Owners have agreed to grant the rights and easements hereinafter mentioned on the terms and in manner hereinafter appearing

NOW in pursuance of the said agreement and in consideration of the covenant on the Grantee's part hereinafter contained THIS DEED

WITNESSETH as follows:-

1. THE Owners as trustees hereby grant unto the Grantee the following rights to the end and intent that such rights shall be for ever appurtenant to the Grantee's land only for all purposes connected with the use occupation and enjoyment thereof in whatever state the Grantee's land may be or to whatever use and purpose it or any part thereof respectively or any erection or building thereon may be put namely FIRST the right for the Grantee his successors and assigns owner or owners for the time being of the Grantees land and his and their licensees to lay construct maintain test inspect and use an underground pipe for the transmission of storm water with the necessary marker posts manholes sluice valves washouts and air valves (hereinafter collectively called "the said pipe") from the Grantees land across the said land along the lines and in the positions indicated by a blue line on the plan attached hereto between the points marked "D" and "E" thereon (including the right (in so doing) to remove the hedgerow in and between Enclosures Numbers 430 and 431 on the Ordnance Survey Map for the said Parish of Bampton) SECONDLY the like right from time to time to renew alter and remove all or any part of the same pipe THIRDLY the like right at all reasonable times to enter upon the said land with or without

workmen and others to excavate along the whole course of the said pipe as shown on the said plan for the purpose of exercising the rights hereinbefore granted the Grantee or his successors or assigns as aforesaid making good any damage thereby done to the surface of the said land FOURTHLY the right to transmit storm water along the existing ditches between the points marked "C" and "D" "E" and "F" and "F" and "G" respectively on the said plan and for that purpose to improve such ditches by cleaning and clearing them and depositing the spoil on the Owners' adjoining and adjacent land in such a position as not to fall back into the ditches and FIFTHLY the right so far as the Owners can lawfully grant the same to discharge such storm water into the ~~Owners'~~ watercourse at the point marked "G" on the said plan TO HOLD the said rights unto the Grantee in fee simple on behalf of Her Majesty

2. THE Grantee hereby covenants with the Owners and their successors in title as follows:-

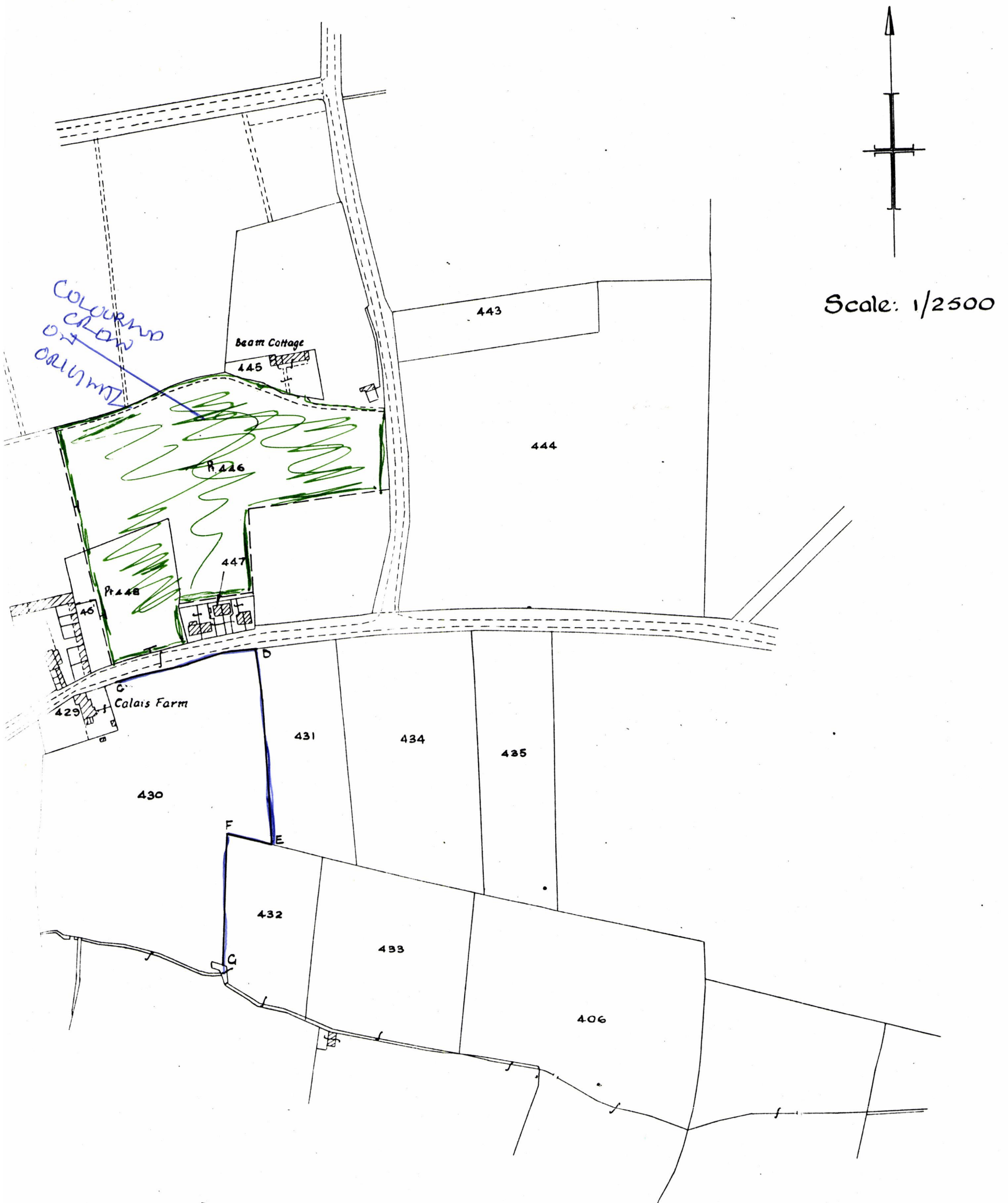
(a) that he the Grantee will from time to time and at all times (except in so far as damage shall have been caused by any wilful act of the Owners or either of them or their successors in title owners or occupiers of the land across which the said rights are granted) keep in good repair the said pipe and (except as aforesaid) pay to the Owners or their successors in title or other the occupiers for the time being of the said land reasonable compensation for any damage done to any boundary walls hedges and fences or any crops growing on the said land by the construction or maintenance of the said pipe the amount of such compensation in the event of any dispute or difference arising to be settled by an arbitrator to be agreed between the parties in dispute or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors and SUBJECT to and in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(b) that when the construction of the pipe shall have been completed and after any excavation has been made for any of the purposes mentioned in Clause 1 hereof the trench opened for the construction of the said pipe and any such excavation shall be filled in and the surface of the ground restored to the level of the land on either side thereof

(c) that at all times and not less frequently than once in every three years the Grantee will carry out (except in so far as damage shall have been caused by any negligent act of the Owners or either of them or their successors in title owners or occupiers of the land across which the said rights are granted) all work necessary for the proper maintenance of the ditches between the points marked "E" and "F" and "F" and "G" on the said plan

3. THE Owners hereby acknowledge the right of

Bampton Bampton Parish.



the Grantee to the production of the documents of title specified in the Schedule hereto (possession of which is retained by the Owners) and to delivery of copies thereof

I N W I T N E S S whereof the Owners have hereunto set their respective hands and seals and the Grantee has caused his Corporate Seal to be hereunto affixed the day and year first before written

THE SCHEDULE above referred to

<u>Date</u>	<u>Description</u>	<u>Parties</u>
26th February 1942	STATUTORY DECLARATION	Ernest Henry Tipping F.A.I.
6th March 1942	CONVEYANCE	Percy Bates and Rhubert William Henry Mellor (1) Margaret Deneke (2)

SIGNED SEALED AND DELIVERED)
by the before-named BRYAN)
NORMAN STEVENS in the)
presence of:-)

B. A. Stevens



L. M. White

*Littlemead Bampton Oxford
Housewife*

SIGNED SEALED AND DELIVERED)
by the before-named JUNE)
DOREEN STEVENS in the)
presence of:-)

June D. Stevens



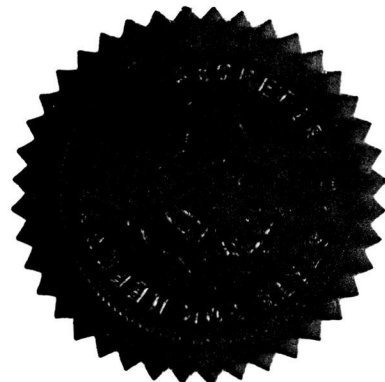
Mavis B. Stevenson

2, Riverside Road, Oxford

THE CORPORATE SEAL of)
THE SECRETARY OF STATE FOR)
DEFENCE hereunto affixed)
is hereby authenticated by:-)

V. Borenzger

Authorised by the Secretary of State



DATED

- to -

D E E D O F G R A N T

- of -

an Easement for the use and
construction of piped and open
ditches across land in the
Parish of Bampton in the County
of Oxford

✓ DMS/wBCT.

122-50



Examined as
absolutely correct

Original
Deed of Part. K
produced
examined
at the office
of the
Solicitor
General
10/11/84
Solicitor
General
2/12/84
Coles & Coles
of Bristol

Cole ✓
19/8/86

THIS DEED OF PARTITION is made the *fourth*
day of *August* One thousand nine hundred and seventy-one
BETWEEN BRYAN NORMAN STEVENS of Lime Tree House Bampton
in the County of Oxford (hereinafter and in the Schedules hereto
called "Mr. Stevens") of the one part and JUNE DOREEN STEVENS
of Old Park Farm Woodmancote near Cirencester in the County of
Gloucester Spinster (hereinafter and in the Schedules hereto
called "Miss Stevens") of the other part

WHEREAS:-

- (1) By the several Conveyances and the Lease set out in the First Schedule hereto the freehold properties and leasehold property therein described were respectively conveyed and leased to Mr. Stevens and Miss Stevens as joint tenants on trust to sell the same and to hold the net proceeds of sale and the net rents and profits until sale in trust for themselves as tenants in common in equal shares.
- (2) Since the aforesaid Conveyance dated the Fourteenth day of May One thousand nine hundred and fifty-nine part of the land thereby conveyed has been sold by Mr. Stevens and Miss Stevens as mentioned and defined in Part 1 of the Second Schedule hereto
- (3) Neither of them Mr. Stevens nor Miss Stevens has since the dates of the said Conveyances and the said Lease assigned charged or otherwise dealt with his or her beneficial undivided half share of and in the proceeds of sale of the said freehold properties and the said leasehold property
- (4) The parties hereto having agreed to terminate the said trust for sale and in lieu thereof to make a partition of the properties comprised in the aforesaid Conveyances and Lease (except such portion thereof as has hitherto been sold) in manner following namely by the allocation of the properties described in Parts 1. 2. 3. 4. and 5. of the Second Schedule hereto to Mr. Stevens in severalty and of the properties described in Parts 1. 2. and 3. of the Third Schedule hereto to Miss Stevens in severalty and by the payment by Mr. Stevens to Miss Stevens of the sum of TWELVE THOUSAND TWO HUNDRED AND FIFTY POUNDS for equality

NOW THIS DEED WITNESSETH as follows:-

- 1. FOR the purpose of effecting the said partition and in consideration of the sum of Twelve thousand two hundred and fifty

B4-8. J.D.S.

pounds now paid by Mr. Stevens to Miss Stevens for equality (the receipt of which sum ^{Miss} Mr. Stevens hereby acknowledges) Mr. Stevens and Miss Stevens as trustees hereby convey and assign and Miss Stevens in respect of her equitable interest in an undivided equal half-share of the properties hereby conveyed and assigned and in the proceeds of sale thereof as beneficial owner hereby assigns and confirms unto Mr. Stevens ALL THOSE the properties described in Parts 1. 2. 3. 4. and 5. of the Second Schedule hereto TO HOLD the same unto Mr. Stevens as to the properties described in Parts 1. 2. 3. and 5. of the said Second Schedule in fee simple in severalty and absolutely Together with the benefit of and Subject to all such matters as are mentioned in Parts 1. 2. 3. and 5. of the Second Schedule hereto and as to the property described in Part 4 thereof for all the residue of the term granted by the Lease therein mentioned and absolutely subject nevertheless to the rent reserved by and the covenants and conditions contained in the said Lease and as to all of the said properties discharged from the said trusts for sale

2. FOR the purpose of effecting the said partition Mr. Stevens and Miss Stevens as trustees hereby convey and Mr. Stevens in respect of his equitable interest in an undivided equal half-share of the properties hereby conveyed and the proceeds of sale thereof as beneficial owner hereby assigns and confirms unto Miss Stevens ALL THOSE the properties described in Parts 1. 2. and 3. of the Third Schedule hereto TO HOLD the same unto Miss Stevens in fee simple in severalty and absolutely discharged from the said trusts for sale and Together with the benefit of and Subject to all such matters as are mentioned in Parts 1. 2. and 3. of the Third Schedule hereto.

3. WITH the object and intent of affording a good and sufficient indemnity but not further or otherwise Mr. Stevens and Miss Stevens each for himself or herself and their respective personal representatives hereby covenants with the other of them henceforth to observe perform and keep all and singular the covenants stipulations and restrictions (including covenants of a positive nature) which may be binding upon or relate to the several properties hereby conveyed or assigned to him or her or may affect the use or occupation thereof (for a breach whereof the other of the parties hereto would remain liable after the

conveyance or assignment herein contained) so far as the same are still subsisting and capable of being enforced and as respects the said Lease dated the Twenty-ninth day of September One thousand nine hundred and sixty-six to pay the rent thereby reserved and to observe and perform the lessors covenants and the conditions therein contained and to keep the other of them and his or her estate and effects fully and effectually indemnified from and against all actions proceedings costs claims and demands by reason of or arising out of any breach non-performance or non-observance of any of the said covenants stipulations restrictions or conditions or non-payment of the said rent.

4. THE parties hereto mutually release each other and their respective personal representatives from all actions proceedings claims and demands in respect of the aforesaid properties or in anywise relating to the said trusts for sale

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

THE FIRST SCHEDULE hereinbefore referred to

Deed No.	Date.	Nature of Deed.	Parties	Short description of property.
1.	29th Sept. 1948	CONVEYANCE	James Ernest Eley (1) Mr. Stevens and Miss Stevens (2)	Land farm buildings and 2 cottages in the Parish of North Cerney in the County of Gloucester forming part of a farm known as The Manor Farm Woodmancote near Cirencester Glos and containing 136.109 acres or thereabouts.
2.	14th May 1959	CONVEYANCE	Lorna Weston Ogilvie (1) Gordon Ogilvie (2) Margaret Deneke (3) Mr. Stevens and Miss Stevens (4)	Farmhouse buildings and land known as "Calais Farm" in the Parish of Hampton in the County of Oxford containing in the whole 120.277 acres or thereabouts
3.	28th Oct. 1959	CONVEYANCE	Edward Lousley and James Frank Florey (1) Mr. Stevens and Miss Stevens (2)	Four pieces or parcels of land on the south-east side of Ham Lane in the Parish of Aston in the County of Oxford (formerly part of Home Farm in the said Parish of Aston aforesaid) containing in all 30.365 acres or thereabouts.

Deed No.	Date	Nature of Deed	Parties	Short description of property
4.	5th Sept. 1962	CONVEYANCE	Doris May Stevens and Francis Weddell Yates (1) Mr. Stevens and Miss Stevens (2).	Dwellinghouse buildings cottages and land known as Old Park House at Woodmancote in the Parish of North Cerney in the County of Gloucester containing in all 10.857 acres or thereabouts.
5.	24th March 1966	CONVEYANCE	Stuart Levi Staley and Annette Staley (1) Mr. Stevens and Miss Stevens (2)	Piece of land known as Holly Bush Piece in the Parish of North Cerney in the County of Gloucester containing 25.944 acres or thereabouts.
6.	29th Sept. 1966	CONVEYANCE	Edward Kyffin Florey (1) Mr. Stevens and Miss Stevens (2)	Pieces or parcel of land with the cottages yard and stackyard known as The Manor Farm Aston in the County of Oxford containing in all 180.763 acres or thereabouts.
7.	29th Sept. 1966	LEASE (for 500 years from 29th September 1966 at a rent of a peppercorn)	Edward Kyffin Florey (1) Mr. Stevens and Miss Stevens (2)	Cottage and garden and part of stackyard situate and being part of The Manor Farm, Aston aforesaid containing .102 of an acre.
8.	24th Oct. 1967	CONVEYANCE	Amy Ethel Gerring (1) Mr. Stevens and Miss Stevens (2)	Land with buildings thereon at Buckland Road Bampton in the County of Oxford containing in all 76.374 acres or thereabouts

THE SECOND SCHEDULE hereinbefore referred to

Property allotted to MR. STEVENS.

PART 1

ALL THAT farm with the messuage tenement or farmhouse cottages barns stables outhouses and closes or parcels of land belonging thereto called or known as "Calais Farm" situate in the Parish of Bampton in the County of Oxford containing in the whole 120.277 acres or thereabouts as the same are more particularly described the First Second and Third Parts of the Schedule to the said

Conveyance dated the Fourteenth day of May One thousand nine hundred and fifty-nine (being the Deed numbered 2. in the First Schedule hereto) and are for the purpose of identification but not of limitation delineated on the plan annexed to the said Conveyance and thereon edged Pink Blue and Yellow Together also with half the bed or soil of the river or watercourse known as the Mill Stream where the same adjoins the land and hereditaments numbered respectively 197, 198, 405 and 406 on the said plan BUT EXCLUDING therefrom the pieces of land containing an area of 5.353 acres or thereabouts and forming parts of Ordnance Survey Numbers 446 and 448 (and being part of the land comprised in the said Conveyance which have since been sold off by a Conveyance dated the Tenth day of September One thousand nine hundred and sixty-two and made between Mr. Stevens and Miss Stevens of the one part and Her Majesty's Principal Secretary of State for the War Department of the other part) Subject as to the parts affected thereby to and with the benefit of the two Grants of Easement dated respectively the Twenty-fourth day of June One thousand nine hundred and fifty-five and the Twenty-fifth day of May One thousand nine hundred and fifty-five referred to in Clauses 1 and 2 of the said Conveyance dated the Fourteenth day of May One thousand nine hundred and fifty-nine and Subject also as to the parts affected thereby to and with the benefit of the provisions of a Deed of Grant dated the First day of February One thousand nine hundred and sixty-six and made between Mr. Stevens and Miss Stevens of the one part and the Secretary of State for Defence of the other part.

PART 2.

ALL THOSE four pieces or parcels of land situate on the south-east side of Ham Lane in the Parish of Aston in the County of Oxford containing an area of 30.365 acres or thereabouts and which said pieces or parcels of land comprise Numbers 243, 244, 246 and 247 on the Ordnance Survey Map of the said Parish and formerly formed part of the Home Farm in the Parish of Aston aforesaid as the same are more particularly described in the said Conveyance dated the Twenty-eighth day of October One thousand nine hundred and fifty-nine (being the Deed numbered 3. in the First Schedule hereto) and are more particularly delineated on

the plan annexed to the said Conveyance and thereon coloured
Pink

PART 3.

ALL THOSE pieces or parcels of arable and pasture land Together with the cottages yard and stackyard situate on some part thereof known as The Manor Farm Aston in the County of Oxford and containing in all 180.763 acres or thereabouts as the same are more particularly described in the First Schedule to the said Conveyance dated the Twenty-ninth day of September One thousand nine hundred and sixty-six (being the Deed numbered 6 in the First Schedule hereto) and are more particularly delineated and coloured Pink on the plans lettered A. B. and C. annexed to the said Conveyance And Together with the right of way but Subject to the Provisos and Declarations therein contained and together with the benefit of the covenants by Wychwood Builders Limited and the said Edward Kyffin Florey therein contained

PART 4.

ALL THAT cottage and garden and part of a stackyard situate and being part of The Manor Farm Aston aforesaid described in the Schedule to the said Lease dated the Twenty-ninth day of September One thousand nine hundred and sixty-six (for a term of Five hundred years from the Twenty-ninth day of September One thousand nine hundred and sixty-six at the rent of a peppercorn) (being the Deed numbered 7 in the First Schedule hereto) as the same are delineated on the plan annexed to the said Lease and thereon edged Green hatched Green and coloured Blue Subject to the covenants by the lessees and the conditions therein contained.

PART 5.

ALL THOSE pieces or parcels of arable and pasture land at Buckland Road Bampton in the County of Oxford together with the buildings situate thereon and containing in all 76.374 acres or thereabouts as the same are more particularly described in the said Conveyance dated the Twenty-fourth day of October One thousand nine hundred and sixty-seven (being the Deed numbered 8 in the First Schedule hereto) and are for the purpose of identification only delineated on the plan annexed ^{-to the said Conveyance-} and thereon edged Red

Subject to and with the benefit of the provisions of a Deed of Grant of Easement dated the Eighth day of August One thousand nine hundred and sixty-one and made between the said Amy Ethel Gerring of the one part and the South-Western Gas Board of the other part.

THE THIRD SCHEDULE hereinbefore referred to
Property allotted to MISS STEVENS.

PART 1.

ALL THAT land and premises situate in the Parish of North Cerney in the County of Gloucester and forming part of a farm known as The Manor Farm Woodmancote near Cirencester in the County of Gloucester with the farm buildings and two cottages comprising in the whole 136.109 acres or thereabouts as the same are more particularly described in the First Schedule to the said Conveyance dated the Twenty-ninth day of September One thousand nine hundred and forty-eight (being the Deed numbered 1 in the First Schedule hereto) and are for the purpose of identification delineated on the plan numbered 1 annexed to the said Conveyance and thereon edged Pink Together with but Excepting and Reserving the rights easements quasi-easements privileges and advantages contained or referred to in the said Conveyance and the benefit of the covenants as to fencing by the said James Ernest Eley therein contained.

PART 2.

ALL THAT land at Woodmancote in the Parish of North Cerney in the County of Gloucester Together with the dwelling-house stables buildings yards cottages and gardens erected thereon or on some part thereof known as Old Park House Woodmancote aforesaid comprising in the whole 10.857 acres or thereabouts as the same are more particularly described in the First Schedule to the said Conveyance dated the Fifth day of September One thousand nine hundred and sixty-two (being the Deed numbered 4 in the First Schedule hereto).

PART 3.

ALL THAT piece of land known as Holly Bush Piece comprising Ordnance Survey Number 148 in the Parish of North Cerney in the County of Gloucester containing 25.944 acres or

thereabouts including the fence on the eastern boundary as the same is more particularly described in the said Conveyance dated the Twenty-fourth day of March One thousand nine hundred and sixty-six (being the Deed numbered 5 in the First Schedule hereto) and is for the purpose of identification only delineated on the plan annexed to the said Conveyance and thereon edged Red Subject to the reservation as to supply of water therein referred to and Subject to the covenants by Mr. Stevens and Miss Stevens and the agreements and declarations therein contained.

SIGNED SEALED and DELIVERED by the
said BRYAN NORMAN STEVENS in the
presence of:-

Bryan N. Stevens

*W. M. Apple
The Corn House
Banbury
Oxford
Clerk in Holy Orders*

SIGNED SEALED and DELIVERED by the
said JUNE DOREEN STEVENS in the
presence of:-

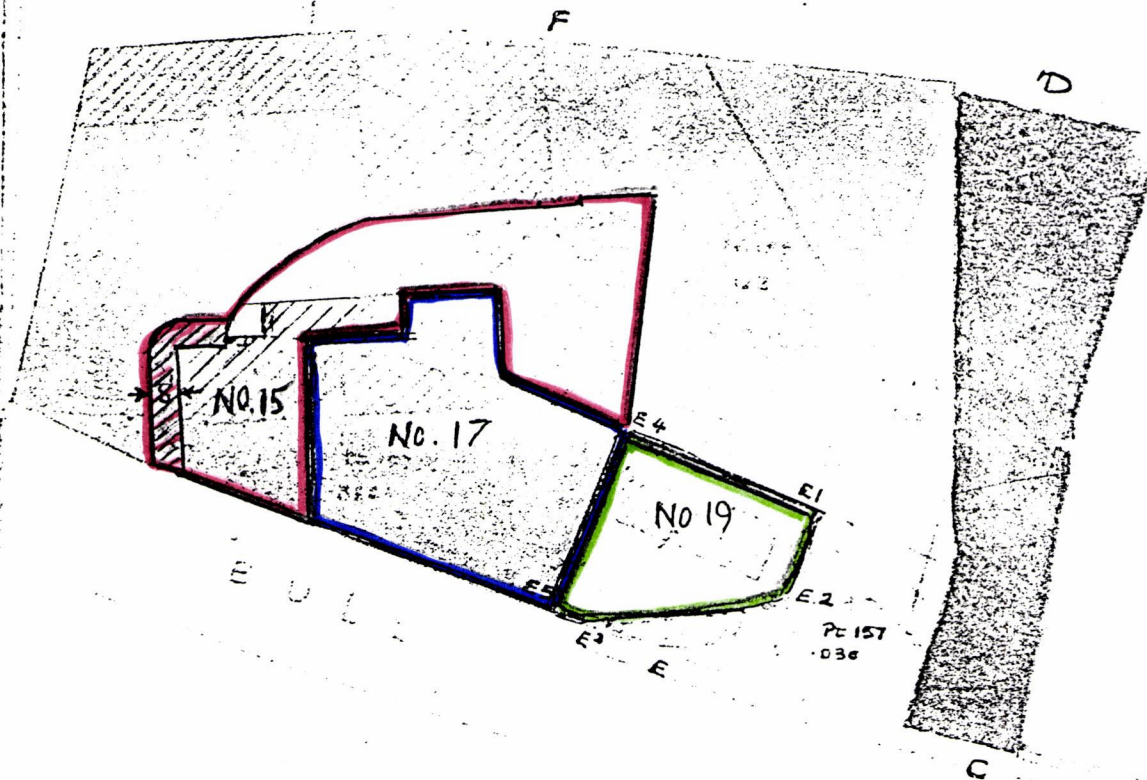
June D. Stevens

*Ed. Radway
Castle Street
Acrecester
Auctioneer*

PLAN No 1

LAND AT ASTON OXFORDSHIRE

MANOR FARM COTTAGES



✓ Plan as shown

[Signature]
9/10/81

MEMORANDUM

that by a Deed of Release and Grant dated the
5th day of November 1971 Between William Stanley
White and Michael James Acton Davis (1) Bryan Norman Stevens
(2) and Michael Kyffin Goodwin Florey and Monica Mary Jones
(3) the said W.S. White and M.J.A. Davis and the said B.N.
Stevens released unto the said M.K.G. Florey and M.M. Jones all
that the right of way granted by the Conveyance of 29th
September 1966 and in consideration thereof the said M.K.G.
Florey and M.M. Jones granted unto the said B.N. Stevens and
his successors in title a right of way in fee simple limited
to agricultural purposes excluding the passage of stock on
foot from between the points 'E' - 'C' on the plan lettered
C. annexed to the said Conveyance of 29th September 1966 to
point 'D' and the said M.K.G. Florey and M.M. Jones entered
into a covenant to maintain in good and substantial repair
and condition the right of way thereby granted.

Memorandum By Deed of Gift dated 26th March 1960 the within
named Bryan Norman Stevens conveyed in fee simple
Chancery Farm Cottage No 15 to the said M.K.G. Florey and M.M. Jones on the
attached Plan No 1 to the said M.K.G. Florey and M.M. Jones where
unto the production of this deed was acknowledged.

Memorandum By Deed of Gift dated 26th March 1960 the within
named Bryan Norman Stevens conveyed in fee simple
Chancery Farm Cottage No 17 to the said M.K.G. Florey and M.M. Jones on the
attached Plan No 1 to the said M.K.G. Florey and M.M. Jones where
unto the production of this deed was acknowledged.

Memorandum By Deed of Gift dated 1st July 1960 the within named
Bryan Norman Stevens conveyed in fee simple Chancery Farm Cottage No.
19 to the said M.K.G. Florey and M.M. Jones on the attached Plan No 1 to the said M.K.G. Florey and M.M. Jones where
unto the production of this deed was acknowledged.

Memorandum By Deed of Exchange dated 20 April 1962 the within
named Bryan Norman Stevens conveyed in fee simple the land
approximate 8 ares wide at the north end west of Chancery Farm
Cottage No 15 to the said M.K.G. Florey and M.M. Jones on the attached Plan
No 1 to the said M.K.G. Florey and M.M. Jones where
unto the production of this deed was acknowledged.

Memorandum By a Conveyance dated 23rd September 1964 and made between
Bryan Norman Stevens of the one part and Simon John Hetherman Collins
of the other part All that property described in Part 5 of the Second Schedule
to the Statute in force except a strip of land located in the NW 1/4 of OS Nos 180 182
and 184 was conveyed to Simon John Hetherman Collins in fee simple
together with the production of this Deed and other documents were acknowledged.

MEMORANDUM

By Conveyance of 31st October 1979 between B.N.Stevens (1) and Astcote SA (2) All that property described in parts 2 and 3 of the Second Schedule within written save and except the 2 cottages and yard and part stackyard O.S. Nos. pt 157 and pt 158 respectively comprised in the said part 3 were conveyed to Astcote SA and acknowledgment for production given

DATED

9th August 1971.

B.N.STEVENS, ESQ.

-and-

MISS J. D. STEVENS

DEED of PARTITION

-of-

Properties in the Counties of
Oxford and Gloucester.

MEMORANDUM By a conveyance dated the 15th October 1964 and made between Bryan Norman Stevens of the one part and Mrs Evelyn Shapler and Susan Mary Shapler of the other part ALL THAT fee simple property known as Calver's Farmhouse and land adjoining situate at Banbury in the County of Oxford and containing by admeasurement 46.07 acres or thereabouts being part of the rectory comprised in a conveyance dated 14th May 1959 made between James Ogilvie (1) Gordon Ogilvie (2) Margaret Donke (3) Bryan Norman Stevens and Jane Anne Stevens (4) MEMORANDUM By a conveyance dated the 4th October 1964 the within named Bryan Norman Stevens conveyed to Terence John Rose Donke Cyril Wesley Rose and Colin Reginald Rose for an estate in fee simple two parcels of land containing 18.54 acres or thereabouts comprising infelmees 2637 (forming enclosure 444) and 7426 (forming part of the property described in PART I of the Second Schedule to the within written Deed and the usual acknowledgment for production and undertaking for safe custody was given

MEMORANDUM By Conveyance of 31st October 1979 between B.N.Stevens (1) and Astcote SA (2) All that property described in parts 2 and 3 of the Second Schedule within written save and except the 2 cottages and yard and part stackyard O.S. Nos. pt 157 and pt 158 respectively comprised in the said part 3 were conveyed to Astcote SA and acknowledgment for production given

DATED

9th August 1971.

B.N.STEVENS, ESQ.

-and-

MISS J. D. STEVENS

DEED of PARTITION

-of-

properties in the Counties of
Oxford and Gloucester.

MEMORANDUM By a conveyance dated the 15th October 1184 and made between Bryan Norman Stevens of the one part and Monty Edw. Shayer and Susan Mary Shayer of the other part ALL THAT freehold property known as Calvertham and land adjoining situate at Bampton in the County of Oxford and containing by admeasurement 4607 acres or thereabouts being part of the property comprised in conveyance dated 14th May 1884 made between James Ogilvie (1) Susan Ogilvie (2) Margaret Donohue (3) Bryan Norman Stevens and Jane Anne Stevens (4) MEMORANDUM. By a conveyance dated the 4th October 1184 the within-named Bryan Norman Stevens conveyed to Terence John Rouse Donald Cyril Wesley Rouse and Colin Reginald Rouse for an estate in fee simple two parcels of land containing 18.54 acres or thereabouts comprising Enclaves 2637 (formerly Enclave 444) and 7426 (formerly 438) forming part of the property described in PART I of the Second Schedule to the within written Deed and the usual acknowledgment for production and undertaking for safe custody was given

This Legal Charge made the ^{5th} X day of January X One thousand nine hundred
and Seventy-nine X Between Bryan Norman Stevens

of (whose registered office is at)

Lime Tree House, Bampton, Oxford OX8 2JN.

(hereinafter called "the Mortgagor") of the one part and Williams & Glyn's Bank Limited (hereinafter called "the Bank") of the other part

Witnesseth as follows:—

1. The Mortgagor Hereby Covenants with the Bank that the Mortgagor will pay to the Bank on demand all moneys and liabilities now or hereafter due from or incurred by the Mortgagor to the Bank on any account whatever whether for the balance then owing from the Mortgagor on any account or accounts of the Mortgagor with the Bank or for cheques notes or bills drawn accepted or endorsed by the Mortgagor or for advances made to the Mortgagor or for the accommodation or benefit of the Mortgagor and whether actually or contingently alone or jointly with another or others and whether as principal or surety for any other person or persons firm or company and in whatever name style or firm or otherwise howsoever including (but without prejudice to the generality of the foregoing) the charges of the Bank's Surveyors and Solicitors in connection with the property and all costs charges and expenses which the Bank may pay or incur in stamping perfecting or enforcing this security and in the negotiation for and preparation and execution of these presents or in obtaining payment or discharge for such moneys or liabilities or any part thereof or in paying any rent rates taxes or outgoings or in insuring repairing maintaining managing or realising the property hereby charged or any part thereof (to the intent that the Bank shall be afforded a full complete and unlimited indemnity in respect thereof notwithstanding any rule of law or equity to the contrary) and whether arising directly or indirectly in respect of this security or of any other security held by the Bank for the same indebtedness and including interest with quarterly rests discount commission and other usual banking charges such interest being computed both before and after any such demand at a rate varying from time to time stipulated by the Bank at any time and from time to time hereafter by notice in writing to the Mortgagor but not at any time to fall below $6\frac{1}{2}$ per cent per annum and in the absence of any stipulation to be at a rate of $2\frac{1}{2}$ per cent above Base Rate or $6\frac{1}{2}$ per cent per annum whichever shall be the higher and notwithstanding any account intended to be hereby secured may from any cause cease to be carried on as an ordinary banking account and so that interest shall be payable at the rate aforesaid as well after as before any judgment obtained hereunder and that after such demand interest shall be payable at the rate aforesaid on the whole sum due for principal and interest or otherwise at the date of such demand

2. (i) For the purpose of securing such account or accounts the Mortgagor as Beneficial Owner charges by way of Legal Mortgage the premises described in the Schedule hereto together with all fixtures whatsoever now or at any time hereafter affixed or attached to the said premises or to any part thereof other than trade machinery as defined by Section 5 of the Bills of Sale Act 1878 with the payment to the Bank of the principal money liabilities interest and other money hereby covenanted to be paid by the Mortgagor

(ii) ~~For the consideration aforesaid the Mortgagor as Beneficial Owner hereby assigns unto the Bank All and Singular the fixed and moveable plant machinery and fixtures implements and utensils now or hereafter fixed or placed upon or used in and about the said premises respectively described in the Schedule hereto to hold the same unto the Bank absolutely provided always that if the moneys hereinbefore covenanted to be paid be duly paid according to the foregoing covenant in that behalf the security created by this Charge shall cease and determine.~~

3. Without prejudice to the generality of the security hereby constituted it is hereby declared that this Charge is made to secure the said account or accounts and further advances by the Bank to the Mortgagor to the intent that it shall constitute a continuing security for all sums which shall on the execution hereof or at any time hereafter be or become owing by the Mortgagor to the Bank in any manner whatsoever.

4. The Mortgagor Hereby Covenants with the Bank that the Mortgagor will at all times during the continuance of this security keep the whole of the said premises in complete repair and insured in an office to be approved by the Bank against loss or damage by fire in the full value thereof (of which the Bank shall be the sole and absolute judge) and will pay all premiums in respect of such insurances within seven days after the same shall have become due and will on demand produce the policies of such insurance and the receipts for every premium payable in respect thereof.

5. The Mortgagor Further Covenants with the Bank that the Mortgagor at all times during the continuance of this security:—

(i) will observe and perform all restrictive and other covenants and stipulations for the time being affecting the premises hereby charged or the mode of user or the enjoyment of the same or any part thereof

(ii) will not without the previous consent in writing of the Bank do or suffer to be done on the property hereby charged anything which shall be deemed to be development or a change of use thereof within the meaning of the Town and Country Planning Act 1962 or any Act or Acts for the time being in force amending or re-enacting the same and any orders and regulations for the time being in force thereunder nor do or suffer or omit to be done any act matter or thing whereby any statutory instrument obligation or regulation under the said Act or Acts shall be infringed so as to prejudice the Bank or render the Bank or the premises hereby charged subject to any liability under the said Act or Acts or any of them.

6. It is Hereby Declared that the powers of leasing conferred upon a Mortgagor in possession by Section 99 of the Law of Property Act 1925 and any other powers of leasing vested in the Mortgagor shall not be exercisable without the previous consent in writing of the Bank and that in addition to the powers of leasing conferred on a Mortgagee by such section it shall be lawful for the Bank at any time or times to grant any lease thereof or of any part thereof for any term or terms of years or for any derivative term or terms of years and either in possession or reversion and either with or without taking a premium for the making thereof and at such yearly or other rents and subject to such covenants and conditions and generally upon such terms as the Bank shall in its absolute and uncontrolled discretion think proper.

7. It is Hereby Expressly Agreed and Declared that the power of sale and other powers conferred on a Mortgagee by the Law of Property Act 1925 shall apply to this security but without the restrictions therein contained as to giving notice or otherwise and so that for the purposes of a sale or other exercise of the said powers or any of them the whole of the moneys hereby secured shall be deemed to be due and payable immediately on the execution of these presents and that the restriction on the right of consolidating mortgage securities which is contained in Section 93 of the same Act shall not apply to this security and in any such sale the Bank may sell the fixtures comprised herein either together with the property to which they are affixed or separately and detached therefrom.

Only applicable in the case of a charge by a company and to be deleted in any other case.

B.N.S.

36

Examined
agreed
msh
abst
mahw
as above
Covt
14/8/81

Original
Charge
as Release
produced
examined
at 10.11.81
J. Simmonds
Church
Senile
10.11.81
S. Simmonds
at 10.11.81
for
Cob. Rch
of Bampton

8. It is Also Hereby Declared that it shall be lawful for the Bank at any time to exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord and a tenant by the Landlord and Tenant Acts 1927 and 1954 (or any statutory modification or extension thereof) in respect of the premises hereby charged but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised and the Mortgagor hereby covenants with the Bank that the Mortgagor will as and when received deliver to the Bank all notices served on the Mortgagor in respect of the mortgaged premises under the said Acts and the Mortgagor hereby irrevocably appoints the Bank the attorney for the Mortgagor and in the name and on behalf of the Mortgagor or otherwise to sign seal and deliver all notices and documents as it may deem necessary or desirable for carrying out any of the powers vested in the Mortgagor by the said Acts in respect of the premises hereby charged including power to execute any lease or counterpart of any lease to be granted with power to give receipts for any compensation money payable by a landlord and with power for any receiver appointed by the Bank to enter into any arrangements as he or the Bank may consider necessary and with power for the Bank on a sale or other dealing with the said premises to execute an assurance mortgage to itself of any lease granted under the Acts or otherwise or other document vesting the premises or any part thereof in itself or any other person whether for a term of years or otherwise Provided that nothing that shall be done by or on behalf of the Bank hereunder shall render it liable to account as mortgagees in possession.

9. Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage lien simple contract obligation or other security which the Bank may for the time being have for any money or liabilities due or incurred by the Mortgagor to the Bank or any right or remedy of the Bank thereunder and the Charge hereby created is in addition to any existing Charges (if any) in favour of the Bank and to any other securities held by the Bank.

10. The Mortgagor will not without the consent in writing of the Bank create any further mortgage charge or other encumbrance upon the whole or any part or parts of the premises hereby charged.

11. Any notice or demand by the Bank hereunder may be served on the Mortgagor personally or by posting the same to the Mortgagor by letter addressed to the Mortgagor at his address herein stated or other the address last known to the Bank and any notice or demand if served by post shall be deemed served at the time when the letter containing the same is put into a Post Office situated within the United Kingdom and in proving such service it shall be sufficient to prove that the letter containing the notice or demand was properly addressed and put into a Post Office. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Mortgagor if given under the hand of an officer of the Bank.

Only applicable
in the case of a
Charge by a
Company of
registered land
and to be delet-
ed in any other
case.

12. ~~The Mortgagor hereby certifies that the Charge hereby constituted does not contravene any of the provisions of its Memorandum and Articles of Association.~~

13. The expressions "the Mortgagor" and "the Bank" where the context admits include their respective Successors in title and/or Assigns and if there are two or more persons as Mortgagors parties to this Deed all covenants herein contained or implied on the part of the Mortgagor shall be deemed to be joint and several covenants on their part.

In Witness whereof the Mortgagor has hereunto set his hand and seal (caused its Common Seal to be hereunto affixed) the day and year first before written.

The Schedule before referred to

Note:—(1) If any registered land is comprised in the security it must be described by reference to the Title Number

(2) If un-registered land insert a short description of the property charged including a reference to the Conveyance or Assignment to the Mortgagor.

Description of Property

120.277 acres of freehold land and buildings known as Calais Farm in the parish of Bampton, more particularly described in a conveyance dated 14th May 1959 between (1) Mrs. L.W. Ogilvie (2) G. Ogilvie (3) Miss M. Deneke (4) B.N. Stevens and Miss J.D. Stevens. As amended by a Deed of Partition dated 9th August 1971 between B.N. Stevens of the one part and Miss J.D. Stevens of the other part.

Signed Sealed and Delivered
by the Said

Bryan Norman Stevens

X

Bryan N. Stevens

BA15.

in the presence of:—

Signature
of Witness:

X *Whimpering* X

Address:

X *Leicester* X
Oxford.

Occupation:

X

X

~~Signed Sealed and Delivered~~
~~by the Said~~

~~in the presence of:—~~

~~Signature
of Witness:~~

~~Address:~~

~~Occupation:~~

LS

Delete whichever is
inappropriate.

The Common Seal of
the Mortgagor
was hereunto affixed in the
presence of:—

Director

Secretary

This Legal Charge
must be stamped
within thirty days
of execution.

10 mins
DATED

5th January 1975

(Own Account)

Legal Charge

by

Individuals or Companies

B N Stevens

Williams & Glyn's Bank Limited

LOY 34566

Branch

Name:

Over:

7657 WG

This Release made the five day of October one thousand
nine hundred and eighty four Between ~~the within named~~
Williams & Glyn's Bank Limited (hereinafter called "the Bank") of the one part
and

BRYAN NORMAN STEVENS.

(hereinafter called "the Mortgagor") of the other part

Witnesseth that the Bank Do Hereby Release unto the Mortgagor All the property
and premises comprised in the within-written Legal Charge To Hold the same unto
the Mortgagor freed and discharged from all moneys secured by the within-written
Legal Charge and from all claims and demands in respect thereof

In Witness whereof the Bank has hereunto affixed its Common Seal the day and
year first before written

The Common Seal of

Williams & Glyn's Bank

plc
~~Limited~~ was hereunto affixed

in the presence of:—


Authorised Sealing Officer


Authorised Sealing Officer

✓
Receipt taken
examined
Eve 5/10
19/1/75

FORM K17.

LAND CHARGES ACT, 1972.

CERTIFICATE OF THE RESULT OF SEARCH

CERTIFICATE No.

V0902265

CERTIFICATE DATE

20 SEP 1984

PROTECTION ENDS ON

11 OCT 1984

It is hereby certified that an official search in respect of the undermentioned particulars has been made in the index to the register which are kept pursuant to the Land Charges Act, 1972. The result of the search is that there are **NO SUBSISTING ENTRIES.**

PARTICULARS SEARCHED

COUNTY OR
COUNTIES

OXFORDSHIRE.

183

NAME(S)

PERIOD

Fees
£

LORNA WESTON * OGILVIE *

1959-1984

.50

GORDON * OGILVIE *

1959-1984

.50

MARGARET * DENEKE *

1959-1984

.50

BRYAN NORMAN * STEVENS *

1959-1984

.50

JUNE DOREEN * STEVENS *

1959-1984

.50

✓ Ongoing search produced
as expected on 19/8/84
Cere 1/2 Bk 2

APPLICANT'S
REFERENCE

JLB

APPLICANT'S
KEY NUMBER

1332004

AMOUNT PREPAID

£

2.50

COLE & COLE
TANNERS CLOSE
SHEEP STREET
BURFORD
OXFORDSHIRE
OX8 4LL

Any enquiries concerning this certificate
to be addressed to:-

The Superintendent,
Land Charges Department,
Burrington Way,
Plymouth, PL5 3LP.

IMPORTANT

PLEASE READ THE NOTES OVERLEAF.

Original Statutory Declaration
made & sworn at on 19/8/86
Bk or
19/8/86

I, BRYAN NORMAN STEVENS of Lime Tree House Bampton Oxfordshire

DO SOLEMNLY AND SINCERELY DECLARE as follows:-

1. I have since May 1959 been the owner jointly with my Sister June Doreeen Stevens and since August 1971 been the sole owner of the property inter alia known as Calais Farmhouse and certain land at Bampton Oxfordshire including N.G. part 0016 and have throughout that period used the track coloured brown on the plan annexed hereto from Buckland Road to the gateway in the South West corner of N.G. Part 0016 I have used such track for access and egress on foot and with vehicles and also for driving stock
2. I verily believe that my predecessors in title of Calais Farmhouse also used such right of way similarly and there has been no objection to my using the said track AND I MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835

DECLARED by BRYAN NORMAN STEVENS)

at Bampton, Oxfordshire)
this 21st)
day of September 1984)

Bryan N. Stevens

Before me..... Tom Poth,
Solicitor

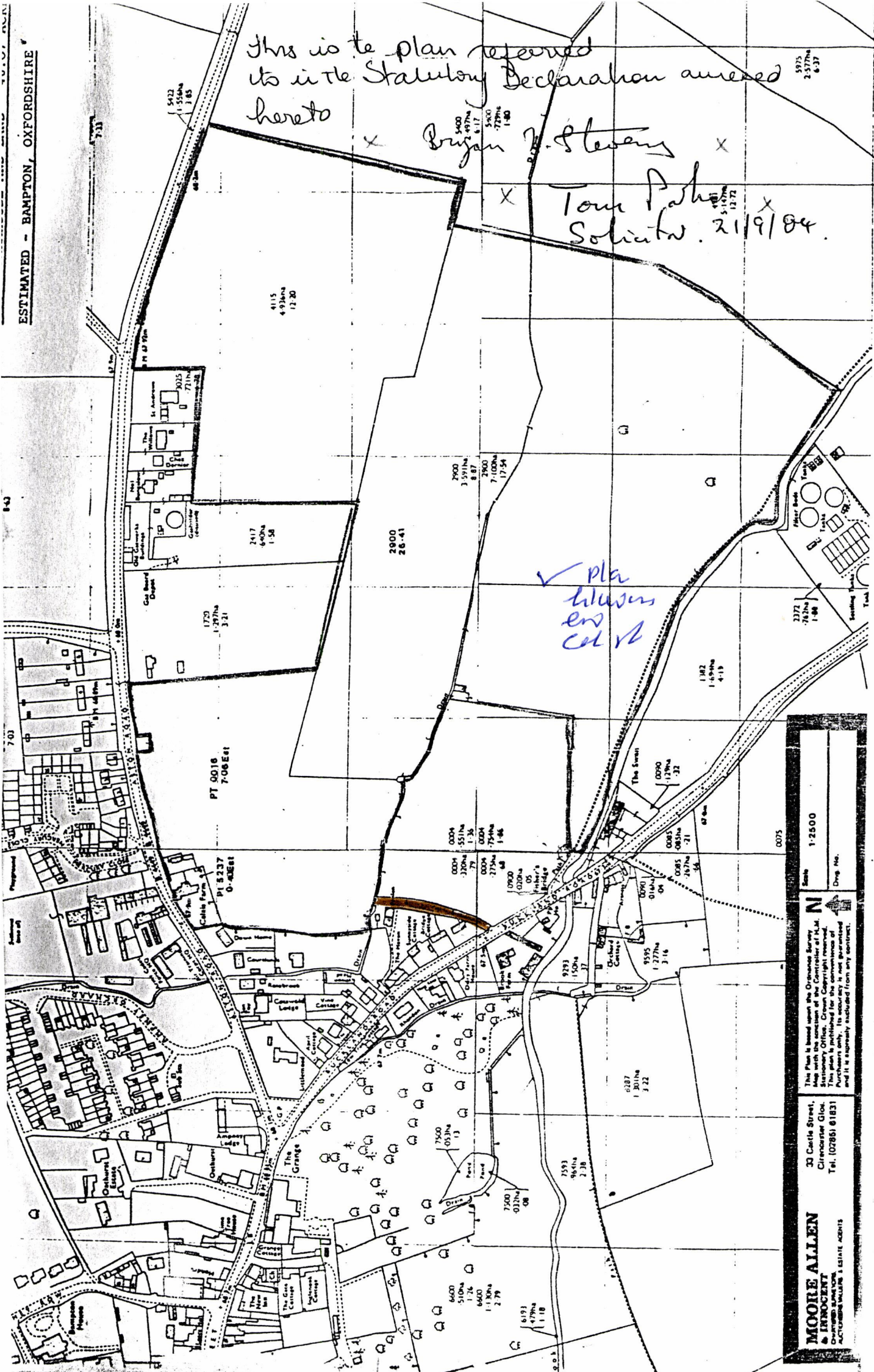
ESTIMATED - BAMPTON, OXFORDSHIRE

This is the plan referred
to in the Statutory Declaration annexed
hereto

Bryan J. Stevens

Tom Parker
Solicitor. 21/9/84.

plan
blowers
ens
col 12



Scale 1:2500
Date
Dwg. No.

N
This Plan is based upon the Ordnance Survey
Map of Great Britain, and is subject to the
Statutory Declaration of the Controller of the
Stationery Office, C. 1000/1000.
This plan is published for the convenience of
Purchasers only. Its accuracy is not guaranteed
and it is expressly excluded from any contract.

30 Castle Street,
Cirencester, Glos.
Tel. (02981) 61831

**MOORE ALLEN
& PINCHOTT**
Chartered Surveyors
ACTING AS ESTATE AGENTS

ESTIMATED - BAMPTON, OXFORDSHIRE


This is the plan beyond
the in the Statutory Declaration covered
here to

Your Politeness
 Sincerely
 21/9/84

MOORE ALLEN
& INNOCENT
 CHARTERED SURVEYORS,
 AUCTIONEERS, VALUERS & ESTATE AGENTS

33 Castle Street,
Cirencester Glou.
Tel. (0285) 61831

This Plan is based upon the Ordnance Survey Map with the sanction of the Controller of M.M. Stationery Office. Crown Copyright reserved. This plan is published for the convenience of Purchasers only. Its accuracy is not guaranteed and it is expressly excluded from any contract.

	Scale	1:2500
	Dwg. No.	

DATED

21 September

1984

STATUTORY DECLARATION

of

BRYAN NORMAN STEVENS

Original
Conveyance
produced
as examd
at on off
etc like
Bif ex
19/8/80

£1700 ✓ 0.17.10

INLAND REVENUE
STAMP
18 OCT 1984
FINANCE ACT 1931



THIS CONVEYANCE is made the First day of October

One thousand nine hundred and eighty four BETWEEN BRYAN NORMAN STEVENS of Lime Tree House Bampton in the County of Oxford (hereinafter called "the Vendor") of the one part and MONTY EDWIN SHAYLER and SUSAN MARY SHAYLER his wife both of The Beam Bampton in the County of Oxford (hereinafter called "the Purchasers") of the other part

WHEREAS

(1) The Vendor is seised of the property hereinafter described for an estate in fee simple in possession free from incumbrances

(2) The Vendor has agreed with the Purchaser for the sale to them of the said property for an estate in fee simple in possession for a like estate at the price of One Hundred and Seventy Thousand Pounds and it has been agreed that the same shall be vested in the Purchasers 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 One Hundred and Seventy 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 freehold property known as Calais Farmhouse and land adjoining situate at Bampton in the County of Oxford and containing by admeasurement 46.07 acres or thereabouts for the purpose of identification only shown edged red on the plan annexed hereto TO HOLD the same unto the Purchasers in fee simple subject to and with the benefit of:-

(a) A Deed of Easement dated the Twenty Fifth day of May One thousand nine hundred and fifty five and made between Gordon Ogilvie of the first part Midland Bank Limited of the second part and South Western Gas Board of the third part

(b) A Deed of Easement dated the Twenty Fourth day of June One thousand nine hundred and fifty five and made between Lorna Weston Ogilvie of the first part The Agricultural Mortgage Corporation Limited of the second part and Stanley Davidson and Peter John Weston Wells of the third part and South Western Gas Board of the fourth part

(c) A Deed of Easement dated the First day of February One thousand nine hundred and sixty six and made between the Vendor and June Doreen Stevens of the one part and The Secretary of State for Defence of the other part

2. IT is hereby agreed and declared between the Vendor and the Purchasers as follows:-

(1) In this clause unless the context otherwise requires: "Relevant Planning Consent" shall mean any planning permission under the Town and Country Planning legislation for the time being in force to develop the property hereby conveyed or any part of it for residential or industrial purposes except any planning permission for residential development limited to additions to the dwellinghouse situated upon the property hereby conveyed which do not involve and/or are not made

in order to facilitate the division thereof into more than one residential unit —
"Agricultural Value" means the open market value as between willing buyer and willing seller for a freehold estate therein of the property hereby conveyed (or the relevant part thereof) subject to an enforceable perpetual covenant that the same shall be used for agricultural purposes only —

"Additional Value" means the open market value as between willing buyer and seller for a freehold estate therein of the property hereby conveyed (or the relevant part thereof) with the benefit of any Relevant Planning Consent (but excluding any addition to such value by reason of development having occurred in accordance with such Relevant Planning Consent) less the Agricultural Value —

"Sale" shall include any transaction or the last one of any series of transactions whereby the value of the property hereby conveyed (or such parts or part thereof involved therein) is wholly or mainly transferred by the Purchasers and "Sell" shall be construed accordingly —

"Vendors" shall include their successors in title to the benefit of the rights granted by this Clause —

"Purchasers" shall include their successors in title to the property hereby conveyed or any parts or part thereof —

(2) If and whenever at any times or time during the period of 10 years commencing with the date hereof the Purchaser shall Sell the property hereby conveyed or any parts or part thereof with the benefit of Relevant Planning Consent (whether or not any development has subsequently been carried out in accordance therewith) the Purchasers shall pay to the Vendor by way of additional purchase price a sum equal to 50 per cent of the Additional Value for the first and second years 40 per cent for the third and fourth years 30 per cent for the fifth year 20 per cent for the sixth year and 10 per cent for the remaining years —

(3) Such sum shall be payable upon the date the sale is actually completed or (if later) upon the date upon which the Additional Value is determined —

(4) The Purchasers hereby charge the property hereby conveyed by way of equitable security with the payment of the moneys from time to time payable under this clause —

(5) The Purchasers shall forthwith upon:-

(a) the grant of any Relevant Planning Consent —

(b) their desiring to Sell the property hereby conveyed or any part thereof —
give notice in writing of the fact to the Vendor —

(6) The Additional Value and the Agricultural Value (as hereinbefore defined) shall be determined by agreement between the Vendor and the Purchasers within four weeks from the Sale of the property or any part thereof in circumstances to which sub-clause (2) applies or in default of agreement by an expert valuer to be agreed between the Vendor and the Purchasers with seven days of service of a written notice by one party on the other nominating a valuer or failing such agreement appointed



66
51
1-
660
1-13
2-7
6193
479ha
1-18

100
INNO
ATED S
TIONEERS

ESTIMATED - BAMPTON, OXFORDSHIRE

Bryan A. Stevens

BAMPTON

Pt 5237
3-20 Est

0837
2-845ha
7-03

2637
3-493ha
8-63

PT 0016
7.06 Est

Pt 5237
0.40Est

2417
6405-

2900
26-41

4115
4-936ha
12-20

$\left\{ \begin{array}{l} 5422 \\ 1.556 \text{ ha} \\ 3.85 \end{array} \right.$

7-33

2900
3.591 ha
8.87

2900
7-100h
17.54

5400
2.497ha
6.17

5400
·729ha
1.80

4981
5.147ha
12.72

5975
2.577ha
6.37

Plan exam
again original
as per
Coke note
1/10/06

IOORE ALLEN
INNOCENT
ARTERED SURVEYORS,
TIONEERS, VALUERS, & ESTATE AGENTS

**33 Castle Street,
Cirencester Glos.
Tel. (0285) 61831**

This Plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown Copyright reserved. This plan is published for the convenience of Purchasers only. Its accuracy is not guaranteed and it is expressly excluded from any contract.



Scale 1:2500

Dwg. No.

Willing
levant
be

on the application of either party by the President of the Royal Institution of
Chartered Surveyors _____

3. 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) Until the expiration of twenty one years from the death of the survivor of the
Purchasers 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 _____

4. THE Vendor hereby acknowledges the right of the Purchasers to production of
the documents of title set out in the Schedule hereinafter mentioned and to delivery of
copies thereof and undertakes with the Purchasers for the safe custody of same _____

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

THE SCHEDULE before referred to:

14th May	1959	CONVEYANCE	Lorna Weston Ogilvie Gordon Ogilvie & Margaret Deneke(1) Bryan Norman Stevens & June Doreen Stevens (2)
9th August	1971	DEED OF PARTITION	Bryan Norman Stevens (1) June Doreen Stevens (2)
5th January	1979	LEGAL CHARGE (with Vacating Receipt endorsed)	Bryan Norman Stevens (1) William & Glyn's Bank Limited (2)

SIGNED SEALED AND DELIVERED by the said
BRYAN NORMAN STEVENS in the presence of: ||

Bryan M. Stevens

*J. M. Snape
Harrington*

SIGNED SEALED AND DELIVERED by the said
MONTY EDWIN SHAYLER in the presence of: ||

M. E. Shayler

SIGNED SEALED AND DELIVERED by the said
SUSAN MARY SHAYLER in the presence of: ||

S. M. Shayler

*Witness
Name
address
Occupation*

*J. H. Blagden
Solicitor Bk. D.*

*J. H. Blagden
Solicitor
Bk. D.*

Notice
ed

BY A CONVEYANCE dated the 15th day of August 1986 made between the within named Monty Edwin Shayler and Susan Mary Shayler of the one part and Timothy Frazer Tomlins of the other part ALL THAT piece of land being part OS No 2900 on the Ordnance Survey Map for the Parish of Bampton in the County of Oxford edged red on the plan annexed thereto being part of the within described property was conveyed to the said Timothy Frazer Tomlins for an estate in fee simple and an undertaking was given for production of the within written Conveyance

ORIGINAL/MARKED ABSTRACT/COPY
PRODUCED & EXAMINED AT OUR
OFFICE *22.8.86*
COLE & COLE, SOLICITORS
BURFORD, OXFORD OX8 4LL

DATED *15 October* 1984

B.N. STEVENS ESQ.

-to-

MR. & MRS. M.E. SHAYLER

CONVEYANCE

-of-

Freehold property situate and known
as Calais Farmhouse and land adjoining
at Bampton in the County of Oxford

COLE & COLE
Burford Oxon

BY A CONVEYANCE dated the 15th day of August 1986 made between the within named Monty Edwin Shayler and Susan Mary Shayler of the one part and Timothy Frazer Tomlins of the other part ALL THAT piece of land being part OS No 2900 on the Ordnance Survey Map for the Parish of Bampton in the County of Oxford edged red on the plan annexed thereto being part of the within described property was conveyed to the said Timothy Frazer Tomlins for an estate in fee simple and an undertaking was given for production of the within written Conveyance

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PRODUCED & EXAMINED AT OUR
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COLE & COLE, SOLICITORS
BURFORD, OXFORD OX8 4LL

COLE & COLE
Burford Oxon

DATED

1st October

1984

B.N. STEVENS ESQ.

-to-

MR. & MRS. M.E. SHAYLER

CONVEYANCE

-of-

Freehold property situate and known
as Calais Farmhouse and land adjoining
at Bampton in the County of Oxford

DATED

1st October

1984

B.N. STEVENS ESQ.

-to-

MR. & MRS. M.E. SHAYLER

C O N V E Y A N C E

-of-

Freehold property situate and known
as Calais Farmhouse and land adjoining
at Bampton in the County of Oxford

COLE & COLE
Burford Oxon

Original heard Charge
made by exchd
on ofm Bk Oa 17/8/86

This Legal Charge made the 24th day of May

One thousand nine hundred and eighty five **Between** MONTY EDWIN SHAYLER and

SUSAN MARY SHAYLER

of Calais Farm Aston Road

Bampton Oxfordshire

("the Mortgagor")

of the one part and AMSTERDAM-ROTTERDAM BANK N.V. established in Amsterdam Netherlands and carrying on business at and whose address for service in England is 101 Moorgate London EC2M 6SB ("the Bank") of the other part

Witnesseth as follows:—

1. THE Mortgagor HEREBY COVENANTS with the Bank to pay or discharge to the Bank on demand being made by the Bank all moneys now or at any time hereafter to become due or owing from or by the Mortgagor to the Bank on any current or other account or in any manner whatsoever and wheresoever (and whether solely or jointly with any other person firm or corporation and whether as principal or surety or otherwise and in whatever style or name) and all other liabilities whatsoever of the Mortgagor to the Bank present future certain or contingent together with all interest commission and other bank charges payable in respect of any such moneys and liabilities (as well after as before any demand made or judgement obtained in respect thereof) and all costs and expenses howsoever incurred by the Bank in relation to this security on a full indemnity basis.

It is intended that this Deed shall be read in conjunction with a letter dated 25th March 19 85 a copy whereof is attached hereto and which shall include any subsequent variations to that letter and any letter issued in substitution therefor or addition thereto.

2. THE Mortgagor as Beneficial Owner HEREBY CHARGES by way of legal mortgage the property described in the First Schedule hereto including all buildings now or hereafter to be erected thereon ("the Mortgaged Property") subject to the charge (if any) specified in the Second Schedule hereto and the money thereby secured with the payment and discharge to the Bank on demand by the Bank of the moneys and liabilities hereby covenanted to be paid or discharged by the Mortgagor or otherwise intended to be secured by this Legal Charge including all interest commission charges costs and expenses as aforesaid.

3. IT IS HEREBY EXPRESSLY AGREED AND DECLARED as follows:—

- (i) Any demand for payment or discharge of the moneys and liabilities hereby secured may be made in writing signed by any officer of the Bank and shall be sufficiently served either if served personally on the Mortgagor or if sent by pre-paid post (whether first class registered or recorded delivery) addressed to or delivered at the Mortgagor's usual or last known address or the Mortgaged Property or in the case of the Mortgagor being a body corporate its registered office and any demand sent through the post shall be deemed to have been received at the expiration of twenty-four hours after the time of posting.
- (ii) Upon demand for payment or discharge of the moneys and liabilities hereby secured being made by the Bank the same shall be immediately due and the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank free from the restrictions contained in Sections 103 and 109 of that Act.
- (iii) The statutory powers of leasing or agreeing to lease and of accepting or agreeing to accept surrenders conferred by Sections 99 and 100 of the Law of Property Act 1925 shall not be exercisable by the Mortgagor and the Mortgagor shall not either in the purported exercise of the said statutory powers or otherwise grant or agree to grant or accept or agree to accept a surrender of any lease or tenancy of the Mortgaged Property.
- (iv) The restriction on consolidation contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.

4. THE Mortgagor HEREBY FURTHER COVENANTS with the Bank:—

- (i) To keep all buildings for the time being erected on the Mortgaged Property and all fixtures and fittings thereon or therein in good and substantial repair and condition.
- (ii) To insure and keep insured all buildings for the time being erected on the Mortgaged Property and all fixtures and fittings thereon or therein with such office and against such risks and in such amounts and otherwise upon such terms as the Bank shall from time to time stipulate and to procure that the interest of the Bank is noted on the policy of such insurance and on demand to produce to the Bank the policy of such insurance and the receipts for all premiums and other payments necessary for effecting and keeping up such policy.

And it is HEREBY AGREED that if the Mortgagor shall make default in keeping such buildings and fixtures and fittings in good repair and condition or in effecting or keeping up such insurances as aforesaid the Bank may at the expense of the Mortgagor repair and keep in repair the buildings and fixtures and fittings or any of them (with liberty for that purpose by itself or its agents to enter upon the Mortgaged Property) or may effect or renew any such insurance as aforesaid as the Bank shall think fit and any sum paid by the Bank for such purposes shall be repayable by the Mortgagor to the Bank on demand with interest from the date of payment by the Bank at the rate hereinbefore provided.

And it is HEREBY FURTHER AGREED that all moneys to be received under any such policy of insurance shall (so far as they are not payable to a first chargee) be paid to the Bank and shall at the option of the Bank be applied in making good or in recouping expenditure incurred in making good the loss or damage in respect of which the same was received or in discharge or reduction of the moneys and liabilities hereby secured.

- (iii) To duly observe and perform all covenants stipulations and conditions to which the Mortgaged Property or the user thereof is now or may hereafter be subjected.
- (iv) Not without the prior written consent of the Bank to make or suffer to be made any alteration in or addition to any building for the time being on the Mortgaged Property or to carry out or suffer to be carried out any development as defined in the Town and Country Planning Acts 1947 to 1974 (hereinafter referred to as "the Planning Acts" which expression shall include any Act or Acts for the time being amending or replacing these Acts and any orders regulations and directions issued under or by virtue of such Acts) on the Mortgaged Property or to make or suffer to be made any change in the user thereof.
- (v) Within 7 days of receipt of notice thereof by the Mortgagor to give full particulars to the Bank of any notice order direction designation resolution or proposal having specific application to the Mortgaged Property or to the area in which it is situate given or made by any Planning Authority or other public body or authority under or by virtue of the Planning Acts or any other statutory power or in pursuance of the powers conferred by any other statute and if so required by the Bank without delay and at the cost of the Mortgagor to take all reasonable or necessary steps to comply with any such notice order direction designation or resolution and to make or join with the Bank in making such objection or representation against or in respect of any proposal for such a notice order direction designation or resolution as the Bank shall deem expedient.
- (vi) Not to do or omit or suffer to be done or omitted any act matter or thing in on or respecting the Mortgaged Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts and at all times hereafter to indemnify and keep indemnified the Bank against all actions proceedings costs expenses claims and demands whatsoever in respect of any such matter or thing contravening the Planning Acts.
- (vii) Not to sell convey charge or otherwise encumber or grant any rights over the Mortgaged Property or any part of it without the Bank's written consent.

5. IT IS HEREBY FURTHER EXPRESSLY AGREED AND DECLARED as follows:—

- (i) In the event that the Bank shall take possession hereunder of the Mortgaged Property it shall not be accountable as a mortgagee in possession on the footing of wilful default and further in the event that any person shall be appointed hereunder to be a receiver of the Mortgaged Property he shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his remuneration acts and defaults.
- (ii) Any receiver appointed by the Bank hereunder shall in addition to the powers conferred on him by the Law of Property Act 1925 have power (if the Bank so directs):—
 - (a) to sell the Mortgaged Property in such manner and generally on such terms and conditions as he thinks fit and to convey the same in the name and on behalf of the Mortgagor,
 - (b) to do all such acts and things as an absolute owner could do in the management of the Mortgaged Property and in particular:—
 - (i) to borrow from the Bank such moneys as he may require and such moneys shall be treated as moneys due from the Mortgagor to the Bank on current account and shall bear interest and be secured accordingly,
 - (ii) to compromise or settle any claims arising out of or against the Mortgaged Property,
 - (iii) to undertake or complete any works of building or development on the Mortgaged Property,
 - (iv) to grant or to accept surrender of any lease or tenancy affecting the Mortgaged Property upon such terms and subject to such conditions as he thinks fit,
 - (c) to charge such sum by way of remuneration (in addition to all costs charges and expenses incurred by him) as the Bank may prescribe.
- (iii) The Mortgagor hereby irrevocably appoints each and every receiver appointed by the Bank hereunder the attorney of and in the name and on behalf of and as the act and deed of the Mortgagor to seal and deliver and otherwise perfect any instrument which such receiver may consider expedient in the exercise of any of his powers.
- (iv) This security shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not operate so as in any way to prejudice or affect any other security which the Bank may now or at any time hereafter hold for or in respect of the moneys and liabilities hereby secured nor shall any such other security or any lien to which the Bank may be otherwise entitled or the liability of any person not party hereto for all or any part of the moneys and liabilities hereby secured be in any way prejudiced or affected by this security and further the Bank shall have full power at its discretion to grant time or other indulgence to or make any arrangement with such person without prejudice to the liability of the Mortgagor hereunder. And further in the event that the Bank shall receive notice that the Mortgagor has mortgaged charged or otherwise incumbered the Mortgaged Property or disposed of or otherwise dealt with the equity of redemption therein the Bank shall be entitled to close the then current account of the Mortgagor and to open a new account with the Mortgagor and no money paid in or carried to the credit of the Mortgagor in such new account whether subsequently drawn out or not shall be apportioned towards or have the effect of discharging any part of the amount due owing or unpaid to the Bank on the said closed current account at the time when the Bank received notice of such incumbrance.
- (v) All costs and expenses (on a full indemnity basis) howsoever incurred by the Bank in relation to this security shall be treated as moneys due from the Mortgagor to the Bank on current account and shall bear interest and be secured accordingly.

6. IN the event of any action proceedings or steps being taken to exercise or enforce any powers or remedies conferred by any mortgage or charge having priority to this Legal Charge against the Mortgaged Property the Bank may redeem such mortgage or charge or procure the transfer thereof to itself and may settle and pass the accounts of the mortgagee or chargee and any account so settled and passed shall be conclusive and binding on the Mortgagor and all moneys paid by the Bank to such mortgagee or chargee in accordance with such accounts shall be treated as moneys due from the Mortgagor to the Bank on current account and shall bear interest and be secured accordingly.

7. THE Mortgagor hereby applies to the Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title relating to the Mortgaged property:—
"Except under an order of the Registrar no disposition by the proprietor of the land or made in exercise of the power of sale contained in any charge subsequent to the charge hereby created is to be registered without the consent of the proprietor for the time being of the charge hereby created."

8. THROUGHOUT this Legal Charge where the context so admits:—

(i) The expression "the Mortgagor" shall include any person from time to time deriving title under the Mortgagor.

(ii) The expression "the Bank" shall include its successors and assigns.

(iii) In relation to the Mortgagor:—

(a) words importing the masculine gender only shall include the feminine gender and shall be deemed apt to refer to and include a body corporate,

(b) words importing the singular number only shall include the plural number and vice versa,

(c) where there are two or more persons comprised in the expression "the Mortgagor" covenants expressed to be made by the Mortgagor shall be deemed to be made by such persons jointly and severally and the act or default of any one of them shall be deemed to be the act or default of all and further the expression, "the Mortgagor" shall be deemed to include all or any and each of such persons to the intent that this Legal Charge shall be security for all moneys and liabilities due owing or incurred from or by any of such persons to the Bank whether solely or jointly with one or more of them or with any other person.

9. THIS Legal Charge shall be governed by and construed in accordance with the laws of England.

10. THE Mortgagor hereby agrees that any legal action or proceedings arising out of this security may be brought in the High Court of Justice in England and irrevocably submits himself to the jurisdiction of the Court and nominates Cole & Cole of Sheep Street Burford Oxfordshire as agent for service of process provided that the submission by the Mortgagor to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Bank to commence any legal action or proceedings arising out of this security in whatsoever jurisdiction shall to it seem fit.

IN WITNESS whereof this Legal Charge has been executed by the Mortgagor the day and year first above written.

THE FIRST SCHEDULE

REGISTERED LAND

Administrative Area:

District or Place:

Title Number:

Property:

UNREGISTERED LAND

The Free hold property known as Calais Farm Aston Road Bampton Oxfordshire

and more particularly described in the following document:—

Date	Document	Parties
1st October 1984	CONVEYANCE	BRYAN NORMAN STEVENS (1) MONTY EDWIN SHAYLER And SUSAN MARY SHAYLER (2)

THE SECOND SCHEDULE

Date	Document	Parties
-	-	-

SIGNED SEALED AND DELIVERED by the said
MONTY EDWIN SHAYLER in the presence of:

T. L. Blazey Solicitor Bampton

SIGNED SEALED AND DELIVERED by the said
SUSAN MARY SHAYLER in the presence of:

T. L. Blazey Solicitor Bampton

M. E. Shayler

S. M. Shayler

Dated 24th May 19 85

MR. & MRS. M.E. SHAYLER

to

AMSTERDAM-ROTTERDAM
BANK N.V.

Date 19

hereby acknowledge that all the money secured by the within-written
Legal Charge including interest and costs has been paid or satisfied
(whether by a substituted security or otherwise).

The said money has been paid or satisfied by

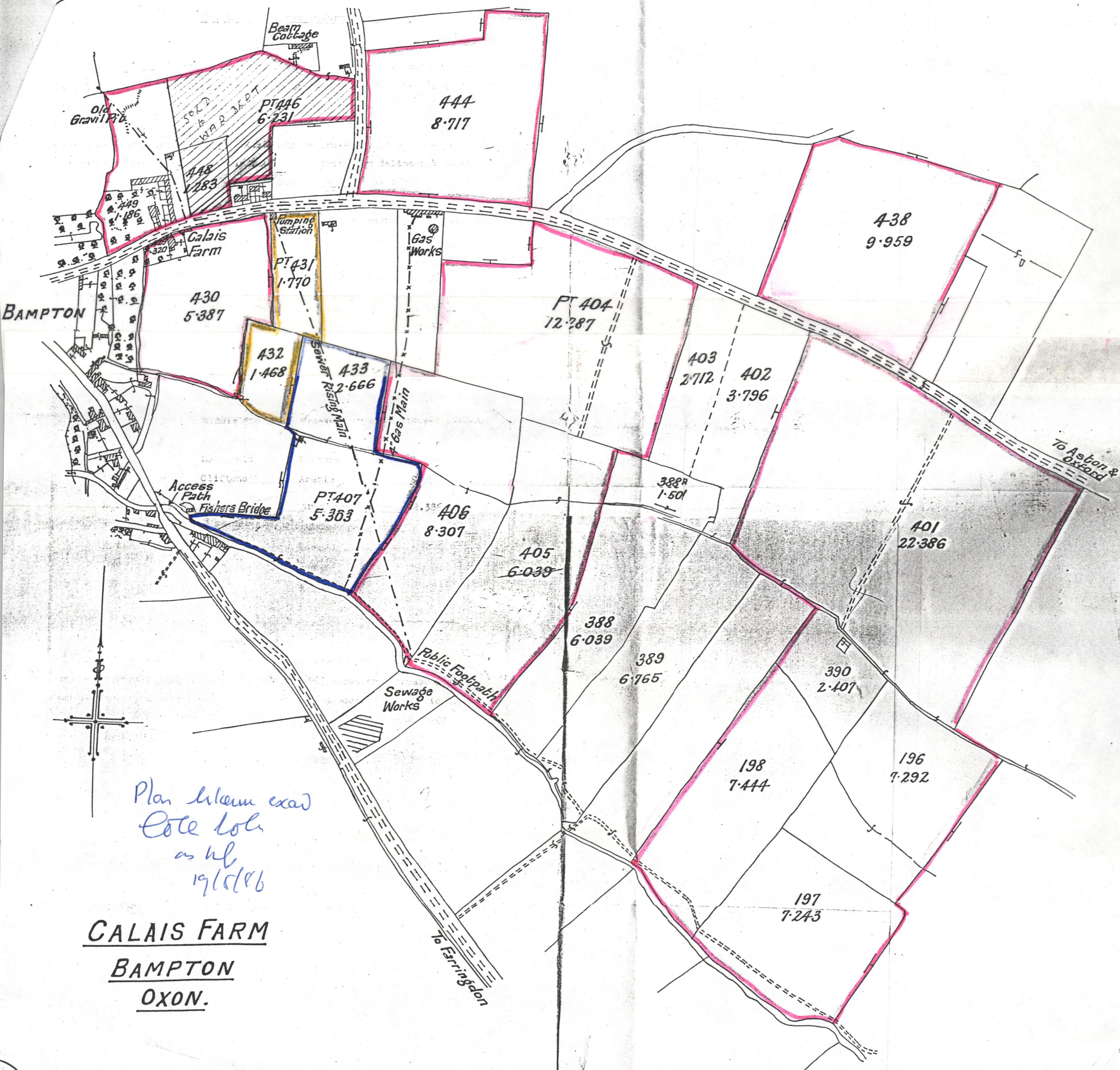
.....
The receipt shall not operate as a transfer of the mortgage.

Signed for and on behalf of Amsterdam-Rotterdam Bank, N.V.

by

Legal Charge

Freehold property known as
Calais Farm Aston Road
Bampton Oxfordshire.



Plan taken exad
Cote 10h
as h
19/10/86

CALAIS FARM
BAMPTON
OXON.

— x — x — x — Gas Line
- - - - - Sewer Main

Scale: 1/2500