

Sp 10, 1 1959
is made the Third
day of March

One thousand nine hundred

and sixty four B E T W E E N ALFRED HENRY JAMES of 25 Brownlow Crescent Pinchbeck in the County of Lincoln Hairdresser (hereinafter called "the Vendor") of the first part NATIONAL PROVINCIAL BANK LIMITED (hereinafter called "the Bank") of the second part and ADRIAN MURRAY GALL of Heverlee Cley Hall Drive Spalding in the said County of Lincoln Medical Practitioner and DAVID CHARLES GREIG of Breadalbane Link Way Spalding aforesaid Medical Practitioner carrying on in partnership the Practice of Medical Practitioners (hereinafter called "the Purchasers") of the third part W H E R E A S :-

1. The Vendor is seised of the property hereinafter described in fee simple in possession subject only to the Legal Charge next hereinafter recited.

2. By a Legal Charge (hereinafter called "the Legal Charge") dated the twelfth day of November One thousand nine hundred and fifty nine and made between the Vendor of the one part and the Bank of the other part the said property (with other property) was charged by way of legal mortgage in favour of the Bank to secure the payment to the Bank of all sums of money thereby secured.

3. The Vendor has agreed with the Purchasers for the sale to them of the fee simple in possession of the property hereinafter described at the price of Three hundred and fifty pounds.

4. The Bank has agreed on receiving the said purchase price to join herein in manner hereinafter appearing.

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

1. In pursuance of the said agreement and in consideration of Three hundred and fifty pounds now paid to the Bank by the direction of the Vendor by the Purchasers out of moneys forming part of their partnership assets (the receipt and payment whereof the Bank and the Vendor hereby respectively acknowledge) the Vendor as Beneficial Owner hereby conveys and the Bank as mortgagee hereby surrenders and releases unto the Purchasers ALL THAT irregularly shaped piece or parcel of land situate near to Church Walk (formerly Church Passage) in Pinchbeck aforesaid and containing two hundred and twenty four square yards or

thereabouts as the same is for the purpose of identification only delineated on the plan annexed hereto and thereon coloured pink TOGETHER with a right of way in fee simple and with or without vehicles over the strip of land used as a car park and hatched blue on the said plan to and from Church Walk aforesaid from and to the said piece or parcel of land for all purposes connected with the use and enjoyment thereof and of any buildings erected or to be erected thereon and TOGETHER ALSO with the right in fee simple to park vehicles upon the said strip of land hatched blue on the said plan EXCEPT and RESERVING unto the owner for the time being of the property on the South side of the property hereby conveyed the right to enter upon the said property hereby conveyed for the purpose of clipping the hedge on the northern boundary of the said adjoining property TO HOLD the same unto the Purchasers in fee simple freed and discharged from the Legal Charge and all claims and demands thereunder and upon trust to sell the same with power to postpone the sale thereof and to hold the net proceeds of sale thereof and capital moneys arising therefrom and the net income therefrom until sale upon the trusts applicable thereto as part of the assets of the partnership.

2. The Purchasers hereby agree as follows :-

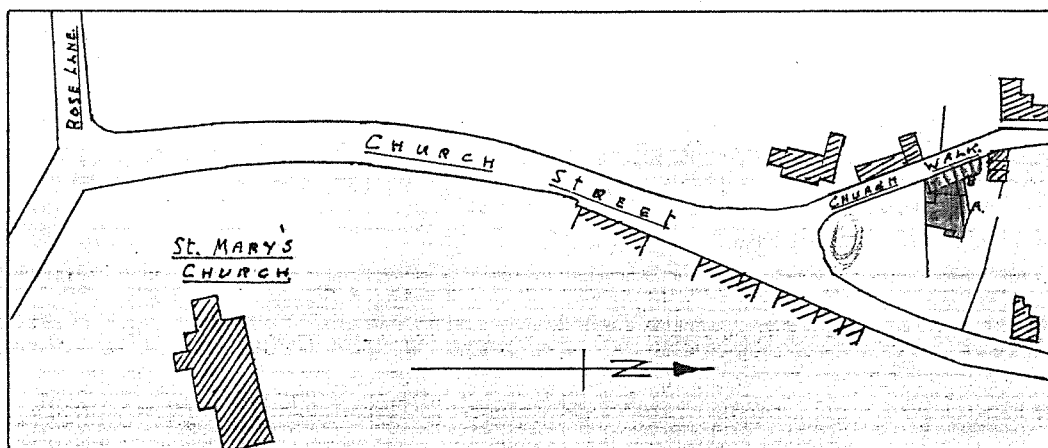
(a) That it shall be lawful for the Purchasers or after either of them shall have ceased to be a partner in the firm for the surviving or continuing Partner at any time or times to appoint a new trustee or new trustees of this Deed and in particular to appoint such new trustee or new trustees in the place of any trustee who shall not at the time of such appointment be a partner in the said firm as if he were dead and

(b) That 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 full power to mortgage charge lease or otherwise dispose of all or any part of the said property hereby conveyed with all the powers in that behalf of an absolute owner.

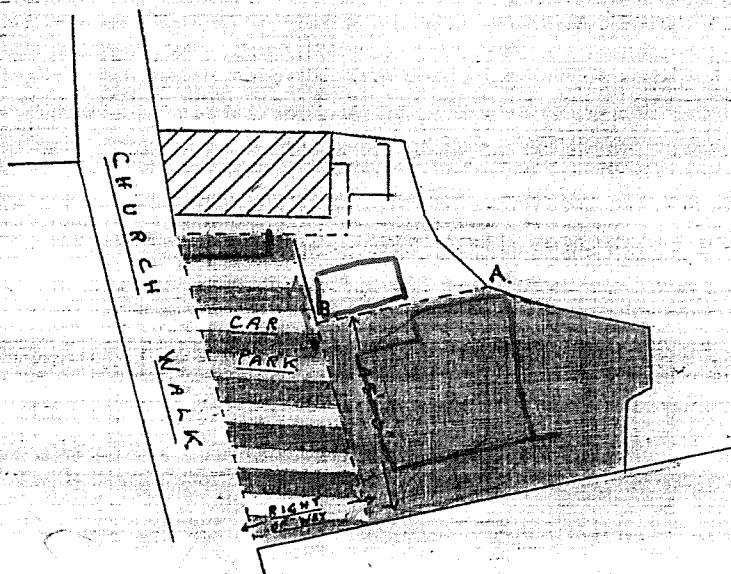
3. The Purchasers hereby jointly and severally covenant with the Vendor that they the Purchasers and the persons deriving title under the will erect and forever thereafter maintain a good and sufficient fence along the northern boundary of the property hereby conveyed between the points marked 'A' and 'B' on the said plan and will keep the said property free from weeds until the buildings have been erected thereon.

4. The Purchasers so as to bind so far as may be the property

PROPOSED BUILDING PLOT AT CHURCH WALK,
PINCHBECK, FOR MR. A.H. JAMES.



SITE IDENTIFICATION PLAN. 1/2500 REF 25 0/5, CXXX.IV. 10.



SCALE 1/500

hereby conveyed into whosoever hands the same may come and so that this covenant shall be for the benefit and protection of the adjoining property of the Vendor or any part or parts thereof comprised with the property hereby conveyed in the Conveyance to the Vendor dated the thirty first day of December One thousand nine hundred and fifty eight hereby further jointly and severally covenant with the Vendor that they the Purchasers and the persons deriving title under them will at all times hereafter observe and perform the restrictive and other conditions and stipulations set forth in the Schedule hereto.

5. It is hereby agreed and declared that the Purchasers and the persons deriving title under them shall not be or become entitled to any right of light or air in respect of any buildings now or at any time hereafter erected or to be erected on the property hereby conveyed or any part thereof which would restrict or interfere with the free use of the Vendor's said adjoining property for building or any other purpose.

6. The Bank hereby acknowledge the right of the Purchasers to production of the above recited Legal Charge dated the twelfth day of November One thousand nine hundred and fifty nine and the above mentioned Conveyance to the Vendor dated the thirty first day of December One thousand nine hundred and fifty eight and to delivery of copies thereof.

7. The Vendor as to the before mentioned documents covenants with the Purchasers that as and when any of the said documents shall come into the possession of the Vendor or the persons deriving title under him he or they will when requested and at the cost of the Purchasers or the persons deriving title under them execute a statutory acknowledgment for production and undertaking for the safe custody of such documents and in the meantime and until the execution of such undertaking that every person having for the time being possession of the said documents will keep them safe whole uncanceled and undefaced unless prevented from so doing by fire or other inevitable accident.

8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Four thousand five hundred pounds.

IN WITNESS whereof the Vendor and the Purchasers have hereunto set their hands and seals and the Bank has caused its Common Seal to be

hereunto affixed the day and year first before written.

THE SCHEDULE above referred to

(a) Not to erect or keep or permit to be erected or kept upon the said property or any part thereof any unsightly hut or shed or other temporary structure except during the course of building operations.

(b) Not upon the said property or any part thereof to carry on any retail trade or business whatsoever but this shall not preclude its use for a Doctors' surgery or a Bank or any other professional place of business.

(c) Not upon the said property or any part thereof to do or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Vendor or other the owner or occupiers for the time being of the adjoining or neighbouring property.

(d) Not to use or permit to be used in the construction of any buildings huts shed or fences to be erected on the said property or any part or parts thereof any corrugated iron.

SIGNED SEALED and DELIVERED by the }
said Alfred Henry James in the }
presence of :-

R. Geckhuison
Solicitor
Spalding

Alfred James

THE COMMON SEAL of National
Provincial Bank Limited was
hereunto affixed in the presence
of :-

Flower Director

Assistant
General Manager

SIGNED SEALED and DELIVERED by the }
said Adrian Murray Gall and David }
Charles Greig in the presence of :-

Adrian Murray Gall

R. Geckhuison
Solicitor
Spalding

Charles Greig

004259

Dated 3rd. March 1964.

22

MR. A.H. JAMES & ANOTHER

— to —

DRS. A.M. GALL & D.C. GREIG

Conveyance

— of —

a plot of land situate at Finchbeck
in the County of Lincoln.

Maples & Son,
Spalding.