

## Mortgage from John Spurgeon to Thomas Spurgeon

Pomeroy Collection (ID 25847), box 185/35/8, bundle 16

Mr John Spurgeon to Mr Thomas Spurgeon Mortgage for £60 and interest  
14<sup>th</sup> June 1776

**This indenture** made the fourteenth day of June in the sixteenth year of the reign of our sovereign Lord George the Third by the grace of God of Great Britain France and Ireland King defender of the faithful and in the year of our Lord one thousand seven hundred and seventy six.

**Between** John Spurgeon of Bracon Ash in the county of Norfolk bricklayer of the one part Thomas Spurgeon of Hardingham in the said county farmer of the other part.

**Witnesseth** that the said John Spurgeon for and in consideration of the sum of sixty pounds of good and lawful money of Great Britain to him (?) and well and truly paid by the said Thomas Spurgeon at or before the sealing and delivery of this indenture (?) of the said John Spurgeon doth hereby (?) and acknowledge abd thereof and of every and part of thereof doth acquit exonerate relieve and discharge the said Thomas Spurgeon his executors and administrators and any of them forever by the (?) and for diverse other good (?) and consideration him hereunto (?) moving.

**So** the said John Spurgeon **hath** granted bargained sold and promised and by this promise **doth** grant bargain sell and (?) unto the said Thomas Spurgeon his executors administrators and assignees **all** that messuages or tenement walled chambers with all and singular the outhouses yard garden and orchard to the same belonging or appertaining **and also** three acres of pasture to the same adjoining whether the same be mown or left same are situate lying and being in Wreningham in the said county of Norfolk between the land late of Thomas Kingsott Esquire and afterward of John Eccleston gentleman on the part of the west and the land late of Robert Buxton and same of John Stannard on the part of the east and about upon the Common Way called Evergate Way toward the south and the land late of the said Thomas Kingsott and unto of the said John Eccleston toward the north of the same were late in his possession or occupation of John Gilbert his assignee or assignees undertenant or undertenants and since in the (?) or occupation of Robert Parfitt his assignee or assigns undertenant or undertenants and now of assignee or assigns undertenant or undertenants together with all and every the Ways Easements Common and Rights of Commonage & (?) Priviledges and appurtenances whatsoever to the said (?) every or any part thereof belonging or therewith used occupied or enjoyed or reputed taken or known to be part parcel or member thereof **and** the (?) and (?) remainder and (?) thereof.

**And also** all the estate right title interest the Trent property claim and demand whatsoever of him the said John Spurgeon of in or to the said manifest every or any part or part thereof **to have and to hold** the said messuage land or tenement (?) and all and singular other though hereby or hereby intended to be bargained (?) with their and every of their appurtenances unto the said Thomas Spurgeon his executor administrator and assignee from henceforth for during and until the full end and term of one thousand years next ensuing and fully to be compleat and ended without unimpeachment of or my manner of (?).

**Yielding and Paying** therefore yearly and every year among the said term of one thousand years unto the said John Spurgeon his sons or assigns the rent or form of one pepper corn upon every feast day of Saint Michael the Archangel during the said term (of the vaine shall be lawfully demanded).

**Provided** always and it is the true intent and meaning of this Present that if the said John Spurgeon his sons executor administrator or assignee or any of them do and shall well and truly pay or cause to be paid unto the said Thomas Spurgeon his executor administrator or assignee or some or one of them without any manner of Production Presentation or Abatement for or in respect of and Parliamentary or other Saxon Charges or asuosuments whatsoever unproved or to be unproved in or at the now dwelling house of him the said Thomas Spurgeon situated in Hardingham aforesaid the full and just sum of sixty one pounds and ten shillings of good and lawful money of Great Britain on or upon the fourteenth day of December next ensuing the day of the date hereof then this private indenture and every (?) administrator and every of them covenant promise and agree to and with the said Thomas Spurgeon his executor administrator and assignee and to and with every of them in manor following (that is to say) that he the said John Spurgeon his sons executor administrator or assignee or some or one of them shall and will well and truly pay or cause to be paid unto the said Thomas Spurgeon his executor administrator or assignee or some or one of them the said sum of sixty one pounds and ten shillings of good and lawful money of Great Britain at the day time and place in the provision or agreement abovementioned for payment thereof without any manner of production presentation or abatement whatsoever according to the true intent and meaning of this Present.

**And** that the said John Spurgeon at the time of sealing of this promise in and standeth the lawfully and rightfully voryed of a good and perfect absolute and indefensible estate of inheritance in ffee simple to him and his sons of and in all and singular the said messuage land and tenements hereditaments and premises with their and every of their appurtenances

**And** that he the said John Spurgeon now hath in himself good right full power and lawful authority to grant bargain sell somcc and convey all and every the said messuage land tenement hereditament and manifest and every part and part of thereof with their and every of their appurtenances unto the said Thomas Spurgeon his executor administrator and assignee in manner and form aforesaid according to the true intent and meaning of their provenance

**And** that if default shall happen to be made in payment of the said sum of sixty one pounds and ten shillings or any part thereof contrary to the true intent and meaning of this Present it shall and may be lawful to and for the said Thomas Spurgeon his executor administrator and assignee from time to time and at all times hereafter quietly and peaceably to have or to occupy posuoso and enjoy all and every the said messuage land tenement hereditament and premises and every part and part of thereof with their and every of their appurtenances for and during all of the next residue and remainder of the (?) term of one thousand years hereby granted that shall be then to (?) and (?) without the lawful sett suit trouble eviction or occupation of him the said John Spurgeon his sons executor administrator or assignee or any other person or persons whosoever.

**And** that free and fair and freely and fairly acquitted (?) relieved and discharged of and from all and all manner of former and other gift grant bargain sale settlement will mortgage intail toniture power and title of power judgement mortgage statute eviction claim or other (?) whatsoever (the (?) and (?) (?) and (?) from henceforth to grow (?) and payable to the chief Lord or Lord & Lady or Ladies of

the (?) or (?) of whom the same manifest or any part thereof are or be holdon only occupied and foropiged).

**And** that he the said John Spurgeon his sons or assignee and all and every other person or persons whosoever having or claiming or who shall or may hereafter have or claim to have any estate right title or (?) of in or to the said mortgage land tenement hereditament and premises or any part thereof shall and will from time to time and at all times from and after such default of payment to be made of the said sum of sixty one pounds and ten shillings or some part thereof as aforesaid at and upon the reasonable request and at the proper coute and charges of the said Thomas Spurgeon his executor administrator or assignee make do acknowledge levy account and suffer or (?) and promise to be made some acknowledgement exonited and suffered all and every (?) further and other reasonable and lawful act and acts thing and things devised and (?) conveyance and aforemand in the law whatsoever for the further better and more effectual conveyancing and affirming the said mortgage land tenement hereditament and premises unto the said Thomas Spurgeon his executor administrator and assignee for and during all the ... and remainder of the said term of one thousand years hereby granted that shall be then to home and occupied by the said Thomas Spurgeon his executor administrator or assignee or his or their (?) (?) in the lawful & reasonable devised or advised and noquired.

**In witness** who of the Partition first above named have to the provent indenture interchangeably set their hand and seal the day and year first above written.

£60 Received the day and year first within written of the within named Thomas Spurgeon the within mentioned sum of sixty pounds being the full consideration money within expressed to be by him to

(?) in hand paid (?) received the same by John Spurgeon.