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**JUNE
1938
MALEW**

Sept. 1930

67

WHEREAS RUSHEN ABBEY AND GARDENS LIMITED (hereinafter called "the Company") did on the Tenth day of September One thousand nine hundred and thirty grant and pass its Mortgage Debenture (hereinafter called "the Debenture") unto ALBERT ROWELL of "Knottfield" Woodbourne Road in the Borough of Douglas Wholesale Confectioner for the principal sum of FIVE THOUSAND POUNDS repayable with interest costs and charges and secured and made chargeable upon inter alia ALL AND SINGULAR a certain plot or parcel of land part of the Estate of Rushen Abbey situate near Ballasalla in the parish of Malew and being represented by the portion coloured pink and edged red on the plan annexed hereto and containing one rood seven and one half perches or thereabouts and being bounded on the North and South by the property of the Company on the East by the Highroad and on the West by a public pathway the same being hereinafter called "the encumbered property"

AND WHEREAS the Company has contracted to sell free from encumbrances ALL AND SINGULAR the encumbered property and to enable the Company to carry such contract for sale into effect the Company has requested the said Albert Rowell to execute these presents releasing and discharging the encumbered property from the Debenture which the said Albert Rowell has agreed to do for the consideration and in the manner hereinafter appearing.

KNOW ALL MEN THEREFORE BY THESE PRESENTS that the said Albert Rowell in consideration of the sum of Five shillings to him in hand now paid by the Company (the receipt whereof is hereby acknowledged) doth hereby grant



23 JUN 1938

REGISTERED
THURSDAY
23 JUN 1938
12-40 O'CLOCK
MS 3051

W. Knew

3051

release and discharge unto the Company ALL AND SINGULAR
the encumbered property Together with all appurtenances
to the same belonging or in anywise appertaining TO HOLD
the same unto the Company its successors and assigns
from the day of the date hereof forever absolutely freed
and discharged from the operation of the Debenture
and from all liability to pay or contribute towards the
payment of any moneys secured or intended to be secured
by the Debenture in as full and ample a manner to all
intents and purposes as if the encumbered property
had never been charged thereby PROVIDED ALWAYS that the
said Albert Rowell shall not by the execution of these
presents be in anywise prejudiced or affected in his
right to recover the moneys now due or hereafter to
accrue due under and in respect of the Debenture from
and out of the remainder of the property therein and
thereby granted in security.

IN WITNESS WHEREOF the said Albert Rowell hath hereunto
subscribed his name this *Eighteenth* day of *June* - One
thousand nine hundred and thirty eight.

Signed and delivered :
in presence of:-

Albert Rowell

J. L. Kissack :
1 Athol Street :
Douglas :
Accountant's Clerk :



At DOUGLAS the 22nd day of June 1938,

Frank Clepton Kissack the subscribing Witness to
the execution of the foregoing Deed who is known to me
personally appeared and made Oath that Albert

840. Rowell the executing party thereat
and the plan thereto attached
duly signed the same in presence of Deponent.

Before me:

P. J. Chrishan
Reg. of Deeds

REGISTRY OF DEEDS, ISLE OF MAN.

23rd June 1938

I certify that the foregoing Deed was this day
at the hour of 12.20 o'clock afternoon
received by me at this office for the purpose of
being Registered and Recorded according to Law
and the same is duly Registered and Recorded and
Entered in the Requisition Book 25 Page 236
No. 3051

P. J. Chrishan
Registrar.

Dated 18th June 1938

Malew.

Albert Rowell

— to —

Rushen Abbey
and Gardens
Limited

Release

Dickinson, Quirkshank &
Advocates,
Douglas