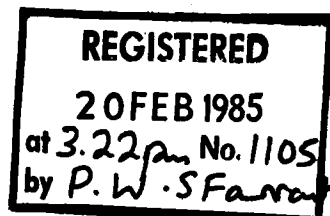


FEBRUARY
1985
MALEW



THIS DEED made this 12th day of February One

thousand nine hundred and eighty five BETWEEN HERBERT HAROLD SIMCOCKS of Abbey Mill Lodge Bridge Road Ballasalla in the Parish of Malew and AMY MAUD MARJORIE WALTON of number 19 Close Corneil in the Village District of Port Erin Trustees of the Will of William Montague Simcocks of 'Always' Abbey Road Ballasalla aforesaid retired electrical engineer deceased (the said Herbert Harold Simcocks and the said Amy Maud Marjorie Walton being hereinafter called "the Trustees" and the said William Montague Simcocks being hereinafter called "the Testator") of the one part and SYDNEY JAMES MILLIGAN of 'Norhyrst' Phildraw Road in the Parish of Malew (hereinafter referred to as "the Purchaser") of the other part . . .

WHEREAS the Testator was at the date of his death well entitled unto and seised for an estate in customary fee simple absolute in possession therein of (inter alia) the hereditaments and premises described in the Schedule hereto (and hereinafter called "the Scheduled Property") . . .

AND WHEREAS the Testator died on the 9th day of December 1981 leaving a Will bearing date the 7th day of December 1979 Probate whereof was on the 11th day of January 1982 granted to the Trustees the executors and Trustees therein named . . .

AND WHEREAS by his Will the Testator after making a specific bequest and legacy devised bequeathed and appointed the whole of his real and personal estate not thereby or by any codicil thereto otherwise disposed of of whatsoever kind and description and wheresoever situate over which at the time of his decease he should be possessed or entitled or over which he might have any power of appointment or disposition by Will at the time of

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his death to the Trustees thereof UPON TRUST to sell call in and convert the same into money at such time and in such manner as the Trustees should think fit and to apply the proceeds as in the said Will directed . . .

AND WHEREAS the Trustees have agreed with the Purchaser for the sale of the Scheduled Property to him for the price or sum of THIRTY THREE THOUSAND POUNDS (£33,000) . . .

THIS DEED THEREFORE WITNESSETH that the Trustees in pursuance of the said agreement and in exercise of the trust for sale contained in the Will of the Testator and of all other powers them thereunto enabling and in consideration of the said sum of THIRTY THREE THOUSAND POUNDS to them paid by the Purchaser (the receipt whereof is hereby acknowledged) Do Hereby grant bargain and forever absolutely SELL AND CONVEY unto the Purchaser ALL and SINGULAR the Scheduled Property TOGETHER with all ways waters watercourses easements liberties rights members privileges and appurtenances thereto belonging or in anywise appertaining AND IN PARTICULAR those contained or referred to in a Deed of Conveyance bearing dated the 16th day of May 1963 from Herbert Harold Simcocks and Robert Kinley Eason Trustees of the Will of Lillian Maude Simcocks deceased to the Testator TO HAVE AND TO HOLD the same unto the Purchaser and his executors and administrators and assigns from the day of the date hereof absolutely and forever SUBJECT nevertheless to and with the benefit of all covenants conditions restrictions provisoes and agreements affecting the Scheduled property contained or referred to in any Conveyance or other instrument of title thereof prior in date hereto and duly recorded so far forth as

the same are now validly subsisting and capable of being enforced and in particular those contained or referred to in (1) a Deed of Conveyance bearing date the 11th day of November 1904 and made between William Christian Cubbon of the first part Phillip Christian of the second part and the Trustees of the settlement of Charlotte Cubbon of the third part the said Charlotte Cubbon of the fourth part and The Highway Board of the fifth part (2) a Deed of Conveyance bearing date the 18th day of June 1938 from Rushen Abbey and Gardens Limited to Lillian Maude Simcocks and SUBJECT ALSO to all easements legally existing thereover and in particular the public right of way referred to in the affidavit of William Henry Vincent secretary to the Isle of Man Highway & Transport Board sworn on the 12th day of July 1977 in the matter of the Public Rights of Way Acts 1961 and 1970 . . .

AND the Purchaser (with the object and intention of affording to the Trustees and each of them and the respective executors and administrators of each of them and the estate of the Testator a full and sufficient indemnity in respect of the said covenants conditions restrictions provisoes and agreements but not further or otherwise) DOTH HEREBY for himself and his executors administrators and assigns covenant with the Trustees and each of them and the respective executors and administrators of each of them and the estate of the Testator that the Purchaser and his successors in title to the Scheduled Property will at all times hereafter observe perform and be bound by all the said covenants conditions restrictions provisoes and agreements and will indemnify and save harmless the Trustees and each of

them and the respective executors and administrators of each of them and the estate of the Testator from and against all liability or responsibility the Trustees or either of them or the respective executors and administrators of either of them or the estate of the Testator may incur by reason of any future breach non-observance or non-performance thereof . . .

AND the Trustees for themselves and their respective executors and administrators Do Hereby covenant with the Purchaser and his executors administrators and assigns that they have not knowingly done omitted or suffered to be done any act deed matter or thing whereby or by means whereof they can or may be in anywise hindered or prevented from conveying the Scheduled Property in manner aforesaid or whereby or by means whereof the Scheduled Property or any part thereof is can or may be in anywise encumbered or the title thereof prejudicially affected . . .

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names this the day month and year first before written . . .

SCHEDULE WITHIN REFERRED TO

ALL and SINGULAR two parcels of land part of the Estate of Rushen Abbey situate abutting Abbey Road Ballasalla in the Parish of Malew and being represented by the portions delineated and coloured pink on the plan annexed to a Deed of Conveyance bearing date the 16th day of May 1963 from Herbert Harold Simcocks and Robert Kinley Eason Trustees of the Will of Lillian Maude Simcocks deceased to the Testator TOGETHER with the dwelling house called and known as 'Always' the garage and all other buildings erected on the said parcels of land

and being the whole of the hereditaments to which the

Testator became entitled by such Conveyance . . .

Signed and Delivered by the
Trustees in presence of :-

Helen L. Kinvig

:
:
: H. H. Simcock
: A. H. Walton
:

Signed and Delivered by the
Purchaser in presence of :-

E. Wilson

:
:
: T. S. Smith
:
:
:
:
:

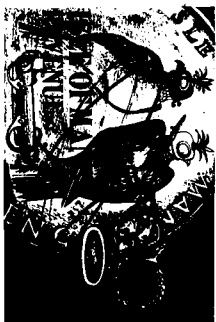


At
The 3rd day of February 1985

Helen Lily Kinvig one of the subscribing witnesses to the execution of the foregoing Deed (who is known to me) personally appeared and made Oath on the Holy Evangelists that Herbert Harold Simcocks and Amy Maud Marjorie Walton two of the executing parties thereto duly signed and executed the same in deponent's presence

before me :-

Amair





AT DOUGLAS, ISLE OF MAN

20th February 1985 *1985*

EDGAR JOHN WILSON

at the
subscribing witness to the execution of the foregoing
Deed ~~(and Plan)~~ (who is known to me) made Oath on
the Holy Evangelists that

Sydney James Milligan
executing part ~~is~~ thereto duly signed and executed
the same *one of the*

in Deponent's presence

Before me.

A COMMISSIONER FOR OATHS

GENERAL REGISTRY, ISLE OF MAN

20 FEB 1985

I certify that the foregoing Deed was
this day at the hour of *3.22 pm* 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 Deeds
Register 51 Page 110 No. 1105

Assistant Chief Registrar

DATED

12th February

1985

MALEW

HERBERT HAROLD SIMCOCKS

AND

AMY MAUD MARJORIE WALTON

Trustees of the Will of
William Montague Simcocks

TO

SYDNEY JAMES MILLIGAN

CONVEYANCE

A. H. SIMCOCKS & CO.,
ADVOCATES,
DOUGLAS & CASTLETOWN.