

**This Indenture** made the Thirtieth day of September In the First Yeare of the Reigne of our Sovereigne Lord George by the grace of God of Great Britaine France and Ireland King Defender of the Faith etc Annoq Dom One Thousand Seven hundred and Fourteen **Between** William Almey of Leire in the County of Leicester Yeoman and Martha his wife of the one part And the Right Honourable the Lord Chiefe Baron Smith of the other part **Witnesseth** That the Said William Almey and Martha his wife for and in Consideracōn of the Summe of Two hundred and Fourty pounds of good and lawfull money of Great Britaine to him the Said William Almey in hand well and truely paid by the Said Lord Chiefe Baron Smith at and before the Ensealing and Delivery hereof The receipt and payment whereof he the Said William Almey Doeth hereby Acknowledge and Confesse And thereof and of every part and parcell thereof Doeth Acquitt Release Exonerate and for ever Discharge the Said Lord Chiefe Baron Smith his heires Excōrs and Admōrs and every of them by these presents And for Divers other good Causes and Consideracōns them hereunto moving They the Said William Almey and Martha his wife **have** Granted Released and Confirmed And by these presents doe Grant Release and Confirme unto the Said Lord Chiefe Baron Smith (In his full and actuall possession now being by Vertue of a Bargaine and Sale to him made of the Lands and hereditaments herein after mencōned for the Terme of one Year by the Said William Almey and Martha his wife by Indenture bearing Date the day next before the Date hereof and by force of the Statute for Transferring of uses into possession) and to his heires and assignes **All** these Severall peeces and parcells of Arable Land Meadow pasture and Grasse Ground lying and being Dispersedly in the now Three open and Common Fields of Leire aforesaid and there reputed to be and Containe one Yard Land and an halfe Yard Land Containing by Estimacōn Sixteen Acres and Fourteen perches (be the Same more or lesse) and now or late in the Tenure or Occupacōn of the Said William Almey his assignee or assignes and are particularly mencōned and Expressed in a Terrar or Schedule hereunto annexed **And alsoe** all that Meadowe peece or parcell of late Inclosed Meadow Ground lying and being within the Liberties and Territoryes of Leire aforesaid Comōnly Called or knowne by the name of Ashdales or by what other name the Same is called or knowne and Containing by Estimacōn Three Acres or thereabouts (be the Same more or lesse) Late in the Tenure of Robert Crispe or his assignes and now in the Tenure or Occupacōn of the Said William Almey his assignee or assignes and lately purchased by the Said William Almey of and from John Smith Gentleman and others **Together** with all and Singular hades balkes Lands Leyes Slades pastures Feedings Comōns and Comōn of pasture Lott-grasse parting-grasse Leasows hedges Ditches Fences Mounds Trees wayes Easments Waters Watercourses Freeboards profitts priviledges Advantages Emoluments Comodities appurtencēs whatsoever to the Said Yard Land halfe Yard Land Meadow or parcell of Inclosed Ground and premisses belonging or in anywise appertaining or accepted reputed taken or knowne to be as part parcell or member thereof And the Revercōn and Revercōns Remainder and Remainders Rents and Services of all and Singular the Said mencōned Granted premisses And all the Estate right Title Interest benefitt and Equity of Redempcōn property Claime and Demand whatsoever of them the Said William Almey and Martha his wife and either of them of into or out of the Said premisses hereby Granted or any part or parcell thereof **And alsoe** all deeds Muniments and Writings whatsoever Touching or Concerning the Same premisses onely or onely any part thereof which he the Said William Almey now hath in his Custody or possession or may or Can lawfully Come by without Suite in Law or Expence of money **To have and to hold** the Said Yard Land halfe Yard Land and Meadow or parcell of late Inclosed Meadow Ground and all and Singular other the premisses hereby Granted and Released or mencōned to be hereby Granted and Released with their and every of their appurtencēs unto the Said Lord Chiefe Baron Smith his heires and assignes To the onely proper use and behoofe of the Said Lord Chiefe Baron Smith his heires and assignes for ever **To** be holden of the Chiefe Lord or Lords of the Fee or Fees of the premisses by the Rents and Services therefore Due and of right Accustomed **And the Said** William Almey for himselfe his heires Excōrs and Admōrs and for every of them Doeth Covenant promise Grant and Agree to and with the Said Lord Chiefe Baron Smith his heires and assignes by these presents in manner and forme following (That is to say) That they the Said William Almey and Martha his wife or one of them at the time of the Sealing and Delivery hereof are and Stand or is and Standeth Lawfully rightfully and absolutely seized of and in the Said Lands hereditaments and premisses hereby Granted or mencōned or Intended to be hereby Granted and of every part thereof

with the appurtencēs in their or one of their Demeasne as of Fee Simple **And** that it shall or may be Lawfull to and for the Said Lord Chiefe Baron Smith his heires and assignes from time to time and at all times for ever hereafter peaceably and quietly to Enter into and upon have hold use occupy possesse and Enjoy all and Singular the Said Lands hereditaments and premisses hereby Granted or mencōned or Intended to be hereby Granted with the appurtencēs And to receive and take the Rents Issues and profitts thereof to his and their own Use without any the Lawfull or Equitable Lett Suite Trouble Denyall Disturbance Expulcōn Eviccōn Interrupcōn Claime or Demand whatsoever of them the Said William Almey and Martha his wife their heires and assignes or any of them or any other person or persons whatsoever Clayming or to Claime any Lawfull or Equitable Estate right Title or Interest out of in or to the Same premisses or any part or parcell thereof by from or under them or by from or under John Almey Deceased late Father of the Said William Almey or any of them **And** that free and Cleare and freely and Clearly Acquitted Exonerated and Discharged or otherwise by the Said William Almey his heires and assignes well and Sufficiently Saved harmlesse and kept Indempnified of and from all and all manner of former and other Gifts Grants Bargaines Sales Leases Mortgages Jointures Dowers Titles of Dower uses Wills Intailes Statutes Recognizances Judgments Extents Execucōns Rents-Charge Rents-Seck and Arrearages of Rents And of and from all other Estates Titles Troubles Charges and Incumbrances whatsoever had made Comitted Suffered or Done or to be had made Comitted Suffered or Done by the Said William Almey Martha his wife and John Almey Deceased or any of them or any other person or persons whatsoever Lawfully Clayming or to Claime any Estate right Title or Interest of into or out of the Said premisses or any part or parcell thereof by from or under them or any of them (One Mortgage of part of the premisses bearing Date on or about the eighteenth day of March in the Twelfth year of the Reigne of his late Majestie King William the Third Granted by the Said William Almey unto one Francis Toone of Dordon in the Parish of Polesworth in the County of Warwicke Yeoman for the Terme of One Thousand Years for Securing the Summe of One hundred pounds with Interest which by Divers means Assignments thereof is Come to and Vested in Richard Banbury of Yelvertoft in the County of Northampton Gentleman for the Remainder of the Said Terme Alsoe one other Mortgage by Indentures of Lease and Release bearing Date the Seventh and Eighth Dayes of October in the Sixth year of the Reigne of her late Majestie Queen Anne whereby the Said part of the Said premisses are Granted and Conveyed by the Said William Almey and others by his Direccōn and appointment unto Thomas Showell and Thomas Woodward therein named and their heires for the better Securing the Said Summe of one hundred pounds before mencōned with the Interest thereof Alsoe one other Mortgage bearing Date the one and Twentieth day of May in the First year of the reignes of her Said late Majestie Queen Anne made and Granted by the Said William Almey unto one Richard Amner then of Cottesbitch in the Said County of Leicester Grasier (Since Deceased) of other part and residue of the aforesaid premisses for the Terme of Five hundred Yeares for securing the payment of Sixty pounds with Interest And also all Rents Services which from henceforth Shall Grow Due and become payable to the Chiefe Lord or Lords of the Fee or Fees of the premisses for and in respect thereof always accepted and Foreprized **And Further** that he the Said William Almey and the Said Martha his wife and their heires and all and every other person and persons Clayming or to Claime any Lawfull or Equitable Estate or Interest into or out of the Said mencōned Granted premisses or any part thereof by from or under them or either of them or by from or under the Said John Almey Decd shall and will from time to time and at all times hereafter for and during the Space of Ten Yeares next Ensuing the Date hereof upon the reasonable request and at the proper Costs and Charges in the Law of the Said Lord Chiefe Baron Smith his heires or assignes make Doe Acknowledge Levy Suffer and Execute or cause and procure to be made Done Acknowledged Levyed Suffered and Executed all and every Such further and other lawfull and reasonable Act and Acts thing and things Devices Conveyances and Assurances in the Law whatsoever for the further better more perfect and absolute Conveying and Assuring the Said mencōned Granted Lands hereditaments and premisses with the appurtēs unto the Said Lord Chiefe Baron Smith his heires and assignes **Be** it or they by Fine or Fines Recovery or Recoveries or otherwise howsoever As by the Said Lord Chiefe Baron Smith his heires or assignes or by his or their Councell learned in the Law Shall be reasonably Devised or Advised and Required Soe as such further Assurances Containe noe further or larger Covenants or Warranty than are herein before Contained And soe as for the Doing or Executing thereof the parties thereunto be not Compelled or compellable to Goe or Travell above the Space of Seven Miles from their respective Usuell Abodes or

Habitacōns **And** it is hereby Declared Covenanted and Agreed by and between all and every the Said parties hereunto That all Fines Recoveries Conveyances and other Assurances in the Law already had and made or hereafter to be had and made of the Said mencōned Grants premisses or any part thereof by or between the Said parties to these presents or any of them or whereunto they or any of them are or Shall be parties or privies and more Especially one Fine *Sur conusans de droit come ceo etc* Acknowledged and Levyed in Due forme of Law in Trinity Terme last past by the Said William Almey and Martha his wife Together with John Watts and Sarah his wife and Thomas Spell and Alice his wife before the Justices of his Majesties Court of Common pleas at Westminster unto the Said Lord Chiefe Baron Smith and his heires of and upon the Said hereby Granted premisses with the appurtēs (amongst other Lands and Tenements in the Said Fine Comprized) **Shall** be and Enure And Shall be Adjudged Deemed Construed Expounded and taken to be and Enure As to the Said hereby Granted premisses **To** the only proper use and behoofe of the Said Lord Chiefe Baron Smith his heires and assignes for ever And to or for none other use Intent or purpose whatsoever **And whereas** the Said Lands and premisses hereby granted together with other Lands of his the Said William Almey's in Leire aforesaid Stand Charged and Chargeable Yearly with the payment of Four pounds Eighteen Shillings and Nine pence to the parson of Leire aforesaid towards making up the Summe of Four and Fifty pounds payable Yearly to the Said parson and his Successors for and in Lieu of all Demands of Tythes out of the Lands of the Freeholders there **Now** for preventing all Disputes which may Arise Concerning the proporcōn of the Said Yearly payment of Four pounds Eighteen Shillings and Nine pence (payable to the Said parson for and in Lieu of the Tythes of the Said William Almey's Land) which Shall be Charged and remaine payable upon and out of the Said Lands purchased by the Said Lord Chiefe Baron Smith as aforesaid **It is** hereby Declared and Agreed by and between the parties to these presents that the Yearly Summe of one pound and six shillings and noe more Shall be paid by the Said Lord Chiefe Baron Smith his heires and assignes and that the remainder of the Said Four pounds Eighteen shillings and Nine pence being Three pounds twelve shillings and Nine pence Shall be yearly Answered and paid to the Said parson and his Successors by the Said William Almey his heires and assignes from time to time and for ever hereafter **In witnesse** whereof the parties first above named to these present Indentures have Interchangeably Sett their hands and Seales the Day and year above written

Source: private collection