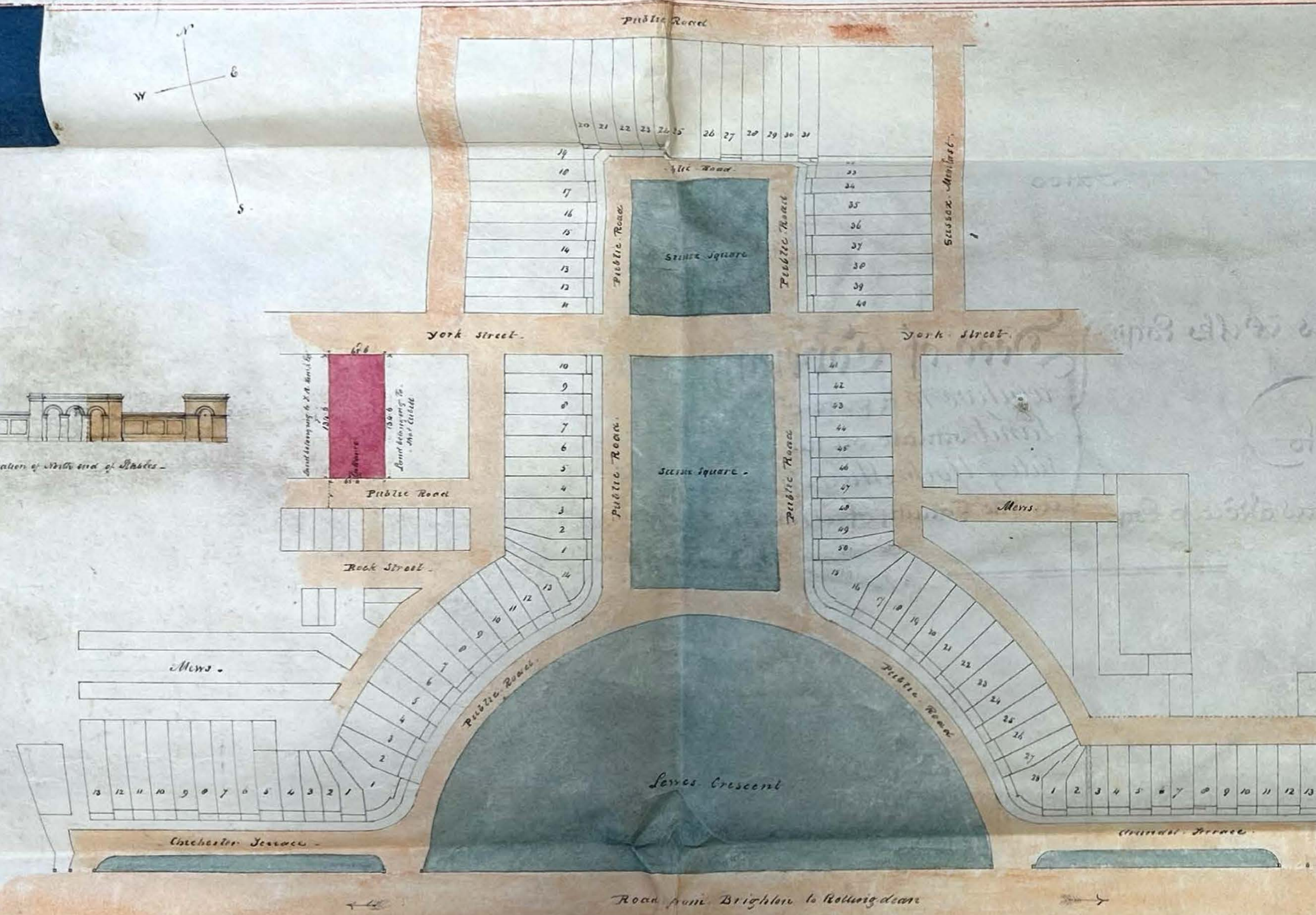


This Indenture

made the Twentieth day of June in the ninth year of the reign of our Sovereign Lord George the Fourth by the Grant of God of the United Kingdom of Great Britain and Ireland King Defender of the Faith and in the Year of our Lord one thousand eight hundred and twenty eight **Matthew Wilks** of Cambridge County in the Parish of Cambridge in the County of Cambridgeshire Esquire of the one part and **Thomas Read Kemp** of Brixthelmstone in the County of Surrey Esquire of the other part **Whereas** under or by virtue or means of an Indenture of Release and Appointment the Indenture of Lease bearing date the day next before and the Indenture of Release and Appointment being of four parts and bearing even date with these presents and made or expected to be made between the said Thomas Read Kemp of the first part Esquire

with full of Brixthelmstone aforesaid Gentleman of the second part the said Matthew Wilks of the third part and Joseph Brown Wilks of the Parish of Cambridge aforesaid Esquire of the fourth part and of a fine levied in or as of this present Trinity Term in which the said Esquire with full was Plaintiff and the said Thomas Read Kemp was Defendant and of a declaration of the uses of the said fine contained in the said

Indenture of Release and Appointment now in recital **All that piece or parcel of land or ground situate lying and being on the south side of York Street in a place now called Kemp Town in the Parish of Brixthelmstone in the said County of Surrey bounded on the north by York Street aforesaid on the west by land belonging to the said Thomas Read Kemp on the east by land belonging to Thomas Curtis on which Stables were to be erected and on the south by a public road or way **And** as well on the east sides thereof one hundred and thirty four feet and six inches or thereabouts (to the same several dimensions respectively more or less) And which said piece or parcel of land or ground with the several boundaries and dimensions thereof is more particularly delineated and described in the plan drawn in the margin of these presents and in the margin of the now reciting Indenture and is therein colored pink together with the free and full use and enjoyment in common with other persons to and for the said Matthew Wilks his heirs and assigns Tenants or Occupiers for the time being of the said piece or parcel of land or ground and premises thereto appointed and released or otherwise arrived or intended so to be either with or without flowers and margins of the several roads now made or to be made by him the said Thomas Read Kemp his heirs Appointees or assigns leaving to or from the said piece or parcel of land or ground thereto appointed and released or expressed and intended so to be or in upon or about Kemp Town aforesaid or any part thereof **And** together also with the full and free use and enjoyment in common with the said Thomas Read Kemp his heirs Appointees and assigns and other the person or persons to whom he or they may grant the use thereof of all and singular the Sewers now made and from time to time to be made contiguous to or convenient for the said piece or parcel of land or ground therewith and premises thereto appointed granted and released with the appurtenances to the same belonging **Have** been appointed conveyed and assured by the said Thomas Read Kemp and now stand limited to the use of the said Matthew Wilks and his assigns for his natural life with remainder to the use of the said Joseph Brown Wilks his heirs and assigns during the natural life of the said Matthew Wilks upon Trust for him and his assigns with remainder to the use of the said Matthew Wilks his heirs and assigns for ever **Now this Indenture witnesseth** that in pursuance of an agreement in this behalf and in consideration of the consideration so made or expressed and intended to be made to use for the benefit of the said Matthew Wilks his heirs and assigns as aforesaid **All the said Matthew Wilks** for himself his heirs executors and administrators and assigns **Do** covenant promise and agree with and to the said Thomas Read Kemp his heirs and assigns by these presents in manner following (that is to say) That he the said Matthew Wilks his heirs or assigns shall not nor will at any time hereafter erect or suffer to be erected on the said piece or parcel of ground by the aforesaid recited Indenture appointed granted and released or otherwise arrived or intended so to be any buildings whatsoever **Except** Stables and Coach houses and other than and besides a Doctors lodge and rooms over the Coach houses and Stables respectively which shall hereafter be erected on the said piece or parcel of land or ground for the use and occupation of the Courtmen and Doctors to be employed in the said Coach houses and Stables respectively and their respective Families **And** that the elevation of such Stables and Coach houses shall on the north side thereof at all times and in all respects correspond with the elevation mentioned or specified in the plan drawn in the margin of these presents **And** further that no window or light or any door or opening shall at any time hereafter be made or put in any wall or building which may be erected on the said piece or parcel of land or ground herebefore described so as to communicate with or overlook York Street aforesaid or the land belonging to the said Thomas Curtis situated on the east side thereof or the land belonging to the said Thomas Read Kemp situated on the west side thereof and that no entrance to the said piece or parcel of land or ground shall at any time hereafter be made except from the said road or way on the south side thereof **And** it is hereby agreed and declared between and by the said parties aforesaid that the several covenants stipulations and agreements herein contained shall run with the said piece or parcel of land or ground and hereditaments so that the same shall at all times hereafter remain and be subject thereto and the said Matthew Wilks his heirs and assigns shall for ever have the benefit thereof to compel and enforce the observance and performance of such covenants stipulations and agreements on the part of the said Thomas Read Kemp his heirs Appointees and assigns **And** also that the said several covenants stipulations and agreements shall run with the land now laid out and called Kemp Town aforesaid and shall pass therewith and the said Matthew Wilks his heirs and assigns **In witness** whereof the said parties have hereunto set their hands and seals the day and year first above written.**



and Court houses and other than and besides a Doctors lodge and rooms over the Coach houses and Stables respectively which shall hereafter be erected on the said piece or parcel of land or ground for the use and occupation of the Courtmen and Doctors to be employed in the said Coach houses and Stables respectively and their respective Families **And** that the elevation of such Stables and Coach houses shall on the north side thereof at all times and in all respects correspond with the elevation mentioned or specified in the plan drawn in the margin of these presents **And** further that no window or light or any door or opening shall at any time hereafter be made or put in any wall or building which may be erected on the said piece or parcel of land or ground herebefore described so as to communicate with or overlook York Street aforesaid or the land belonging to the said Thomas Curtis situated on the east side thereof or the land belonging to the said Thomas Read Kemp situated on the west side thereof and that no entrance to the said piece or parcel of land or ground shall at any time hereafter be made except from the said road or way on the south side thereof **And** it is hereby agreed and declared between and by the said parties aforesaid that the several covenants stipulations and agreements herein contained shall run with the said piece or parcel of land or ground and hereditaments so that the same shall at all times hereafter remain and be subject thereto and the said Matthew Wilks his heirs and assigns shall for ever have the benefit thereof to compel and enforce the observance and performance of such covenants stipulations and agreements on the part of the said Thomas Read Kemp his heirs Appointees and assigns **And** also that the said several covenants stipulations and agreements shall run with the land now laid out and called Kemp Town aforesaid and shall pass therewith and the said Matthew Wilks his heirs and assigns **In witness** whereof the said parties have hereunto set their hands and seals the day and year first above written.

Matthew Wilks