

TRANSCRIPTION OF INDENTURE
(i.e. MORTGAGE IN FEE)
dated 9th June 1682
Between: LEICESTER GROSVENOR,
ELIZABETH (HIS WIFE) AND FRANCIS
GROSVENOR (HIS SON) (1)
SIR EDWARD LITTLETON(2)

by
Janet Jordan in association with Kerry Osbourne
(Members of Sutton Coldfield Local History Research Group)
September 2024

THIS INDENTURE made the Ninth day of June in the thirty fourth year of the reign of our sovereign Lord Charles the second by the grace of God of England Scotland France and Ireland King defender of the faith etc

BETWEEN: Leicester Grosvenor of Moor Hall in the parish of Sutton Coldfield in the County of Warwick Gentleman and Elizabeth his wife and Francis Grosvenor oldest son and heir apparent of the said Leicester Grosvenor of the one part and Sir Edward Littleton of Tamworth in the County of Stafford Baronet of the other part

WITNESSETH that the said Leicester Grosvenor and Elizabeth his wife and the said Francis Grosvenor for and **IN CONSIDERATION** of the full and just sum of **THREE HUNDRED POUNDS** of good and lawful money of England unto the said Leicester Grosvenor and Francis Grosvenor or one of them in hand

paid by the said Sir Edward Littleton at and before the sealing and delivery of these presents the receipt whereof they the said Leicester Grosvenor and Francis Grosvenor by these presents acknowledge and thereof and of every part and parcel thereof release acquit and discharge the said Sir Edward Littleton his heirs executors and assigns and every of them for ever by these presents **AND** for divers other good causes and considerations them the said Leicester Grosvenor Elizabeth his wife and Francis Grosvenor and every of them hereunto moving **HAVE** and every of them has granted bargained sold aliened released and confirmed **AND** by these presents and every of them doth grant bargain sell alien release and confirm unto the said Sir Edward Littleton and his heirs **ALL THOSE** several pieces or parcels of land and meadow being now divided into two parts called by the name of Weetmore **AND ALSO ALL THAT** close or parcel of ground lying and being before and near Moor Hall gates called by the name of Well Field **AND ALSO ALL THAT** piece or parcel of meadow ground adjoining to the said Well Field called by the name of the Little Meadow **AND** likewise all those closes now in two parts divided called by the name of the Ash Closes **AND ALSO ALL THOSE** parcels of land now in two parts divided called the Further Ox Closes **ALL WHICH** said several lands are lying and being in the parish of Sutton Coldfield aforesaid and now are in the tenure use and occupation of the said Leicester Grosvenor or his assigns or by whatsoever other name or names buttalls boundaries quantities qualities parts parcels or other certainties the aforementioned to be hereby

granted lands and premises or any part or parcel thereof are now or have been called known or distinguished or to or by whatsoever other person or persons the same or any other part or parcel thereof now or late were demised held used occupied or enjoyed **AND** all ways waters watercourses easements commons profits commodities privileges advantages emoluments hereditaments and appurtenances whatsoever unto the said premises belonging or in any wise appertaining and the reversion reversions remainder and remainders rents and services of all and every the said aforementioned to be hereby bargained land and premises and of every part and parcel thereof **AND** all the estate right title interest claim and demand whatsoever of them the said Leicester Grosvenor Elizabeth his wife and Francis Grosvenor of into and out of the said aforementioned to be hereby granted premises and every part and parcel thereof **(ALL AND EVERY WHICH** said lands and premises in and by a certain Indenture of bargain and sale bearing date the day next before the day of the date of these presents for five shillings paid by the said Sir Edward Littleton unto the said Leicester Grosvenor and Francis Grosvenor or one of them were bargained and sold by the said Leicester Grosvenor Elizabeth his wife and Francis Grosvenor unto the said Sir Edward Littleton **TO HOLD** from the day next before the day of the date thereof for one whole year the which said recited Indenture was so made as aforesaid for the better execution of these presents or to this or the like effect as in and by the said Indenture due reference being thereunto had it may more fully and at large appear) **AND ALSO** all Deeds

evidences and writings of and concerning the said premises which the said Leicester Grosvenor and Francis Grosvenor or either of them have or has in his or their custody or possession or can or may have or procure without suit in Law or suit in Equity **TO HAVE AND TO HOLD** all and every the said aforementioned or intended to be hereby granted lands and premises with their and every of their appurtenances unto the said Sir Edward Littleton his heirs and assigns to the only proper use and behoof of the said Sir Edward Littleton his heirs and assigns for ever **AND** the said Leicester Grosvenor and his heirs all the said lands and premises with their and every of their appurtenances unto the said Sir Edward Littleton his heirs and assigns to and for the use aforesaid against him the said Leicester Grosvenor his heirs and assigns and against Fulke Grosvenor late of Holt Hall in the said County of Warwick Esquire deceased father of the said Leicester and his heirs and assigns and against all and every other person and persons whatsoever now claiming or that shall or may hereafter claim any right title or interest into or out of the same or any part thereof by from or under them the said Leicester Grosvenor and Fulke Grosvenor or either of them their or either of their heirs or assigns their or either of their act or acts Deed or Deeds privity or procurement shall and will warrant and forever by these presents defend **AND** the said Francis Grosvenor and his heirs all the said lands and premises with their and every of their appurtenances unto the said Sir Edward Littleton his heirs and assigns to and for the use aforesaid against him the said Francis Grosvenor his heirs and assigns and

against the said Fulke Grosvenor his heirs and assigns against every of them shall and will warrant and by these presents defend **AND** the said Leicester Grosvenor and Francis Grosvenor for themselves their heirs executors and administrators covenant grant and agree to and with the said Sir Edward Littleton his heirs executors and assigns by these presents in manner and form following(that is to say) that they the said Leicester Grosvenor and Francis Grosvenor are or one of them at the time of the sealing and delivery of these presents is lawfully rightfully and absolutely seised of all and every the said aforementioned to be hereby granted lands and premises with their and every of their appurtenances of a good pure perfect and absolute estate of Inheritance in fee simple unto their or one of their own use or uses in fee simple without any manner of condition proviso or power of revocation limitation of use trust or other matter or thing whatsoever to alter change charge determine impeach incumber or make void the same **AND** that they the said Leicester Grosvenor and Francis Grosvenor have or one of them has at the time of the sealing and delivery of these presents and at the time of the execution of the first estate hereby to be had and made by virtue and according to the effect of these presents shall have full power good right and lawful authority to grant bargain and sell all and every the aforementioned to be hereby granted and bargained premises with the appurtenances unto the said Sir Edward Littleton his heirs and assigns in manner and form aforesaid **AND** also that for and notwithstanding any act or thing whatsoever done or to be done by the said Leicester Grosvenor

and Francis Grosvenor or either of them their or either of their heirs or assigns unto the contrary all and every the said hereby granted premises now are and at all times hereafter and from time to time for and during the term of three years shall and may be retained and continue unto the said Sir Edward Littleton his heirs and assigns of the clear yearly value of six and thirty pounds of lawful money of England over and above all charges and reprises **AND FURTHER** that all and every the aforementioned to be hereby granted and bargained lands and premises with the appurtenances and every part and parcel thereof now are and from time to time and at all times hereafter by virtue of these presents and under the provisos and conditions hereafter mentioned shall and may be retained and confirmed unto the said Sir Edward Littleton his heirs and assigns free and clear and freely and clearly acquitted exonerated and discharged or otherwise upon reasonable request well and sufficiently saved harmless and kept indemnified by the said Leicester Grosvenor and Francis Grosvenor their or either of their heirs or assigns or some or one of them of and from all and all manner of former and other gifts grants bargains sales leases mortgages Dower right and title of Dower Statutes merchant and of the Staple Recognizances Judgments executions Rents Rents charge Rents service arrears of rents annuities terms of years demises and grant for any term or terms of years heretofore granted by the said Fulke Grosvenor unto Sir William Pearsall Sherington Talbott George Pudsey and Walter Grosvenor in trust or to any other trustees either for the payment of the debts of the said Fulke Grosvenor or for

the raising of portions for all or any the daughters of the said Fulke Grosvenor or for the performance of his last Will and Testament **AND** of and from all other titles troubles trusts incumbrances claims and demands whatsoever had made committed done or wittingly or willingly suffered or hereafter to be had made committed done or wittingly or willingly suffered or consented unto claimed or demanded by the said Leicester Grosvenor and Francis Grosvenor or either of them their or either of their heirs or assigns or by the said Fulke Grosvenor his heirs or assigns or any of them or of or by any other person or persons whatsoever having or lawfully or equitably claiming to have or which shall or may at any time or times hereafter have or lawfully or equitably claim to have any lawful or equitable estate right title interest claim or demand of in unto or out of the said aforementioned to be hereby granted premises or any part thereof by from or under the said Leicester Grosvenor Francis Grosvenor and Fulke Grosvenor or any of them or by from or under any of their ancestors their or any of their estate act title means default privity or procurement the Chief Rents and service from henceforth to become payable for the said premises unto the Lord or Lords of the fee or fees thereof for and in respect only of his or their seigniority or seigniories excepted only and foreprized **AND ALSO** that the said Leicester Grosvenor and Elizabeth his wife at or before the first day of November next ensuing at the request of the said Sir Edward Littleton and at the costs and charges in the law of the said Leicester Grosvenor levy one fine sur cognizance de droit come ceo and in his Majesty's Court of Record held for the

Kings town of Sutton Coldfield aforesaid or before his Majesty's Justices of the Common Bench at Westminster or other persons thereunto lawfully authorised with proclamation according to Law of all the above mentioned to be hereby granted premises by such fit and convenient names quantities and numbers of acres in the said fine to be completed as shall be thought meet by the said Sir Edward Littleton his heirs or assigns his or their Counsel learned in the Laws of this Realm **AND ALSO** that the said Leicester Grosvenor Elizabeth his wife and the said Francis Grosvenor their heirs and assigns and every other person and persons lawfully or equitably claiming as aforesaid shall and will within the space of three years next ensuing upon all and every reasonable request or requests to them or any of them to be had and made by the said Sir Edward Littleton his heirs and assigns and at the only costs and charges in the Law of the said Leicester Grosvenor his heirs or assigns shall and will do make acknowledge levy execute and suffer or cause to be made done acknowledged levied executed and suffered all and every such other and further lawful and reasonable act and acts thing and things devise and devises assurance and conveyance whatsoever in the Law for the better strengthening and confirmation of these presents and for the better further and more perfect conveyance and assurance of all and every the said aforementioned to be hereby granted premises unto the said Sir Edward Littleton his heirs and assigns according to the effect these presents as by the said Sir Edward Littleton his heirs and assigns or any of them his their or any of their Counsel learned in the

Law shall be reasonably devised or advised required so as for making executing perfecting of such further assurance the said Leicester Grosvenor Elizabeth his wife and Francis Grosvenor their heirs and assigns or any of them be not compelled to travel above the space of fourteen miles from their or any of their usual places of residence at the time of such request to be made and so as the same do not imply or contain any further or larger warranty or covenant than such and the like as are aforesaid and according to the effect of these presents **AND FURTHERMORE** it is concluded declared and agreed by and between all and every the said parties to these presents that these presents and the said intended fine and all and every other fine and fines recovery and recoveries assurance and conveyance whatsoever already had made done acknowledged levied executed and suffered or hereafter to be had made done acknowledged levied executed and suffered by or between the said parties to these presents or any of them or whereunto they or any of them is or have been or shall be party or privy by himself or themselves or jointly with or amongst any other person or persons whatsoever of for or concerning the above granted premises only or jointly with or amongst any other messuages lands tenement or hereditaments shall be and enure and shall be deemed and taken to be and enured as of for and concerning the above granted premises only unto the use and behoof of the said Sir Edward Littleton his heirs and assigns forever; **NEVERTHELESS** subject and under the proviso condition and agreement hereafter in and by these presents mentioned expressed and contained **PROVIDED ALWAYS** and upon

this condition and it is the true intent meaning of these presents and of all and every the parties to the same That if the said Leicester Grosvenor and Francis Grosvenor or either of them their heirs executors or administrators or any of them shall and do pay or cause to be paid unto the said Sir Edward Littleton his heirs executors or assigns or any of them the full and just sum of Nine pounds of lawful English money upon the Ninth Day of December next and immediately ensuing the date hereof and the like sum of Nine pounds of lawful English money upon the Ninth day of June thence next ensuing, And the like sum of Nine pounds of like money upon the Ninth day of December thence next ensuing and the like sum of Nine pounds of like money upon the Ninth Day of June also thence next ensuing And the like sum of Nine pounds upon the Ninth Day of December likewise then next ensuing and the sum of Three Hundred and Nine pounds of like good money upon the Ninth day of June which shall fall out and be in the year of Our Lord God One thousand six hundred Eighty and five **AND** the said Leicester Grosvenor does for himself his heirs executors and administrators and for every of them covenant and grant unto and with the said Sir Edward Littleton his heirs executors and assigns and every of them by these presents that he the said Leicester Grosvenor his heirs executors and administrators or some or one of them shall and will well and truly pay or cause to be paid unto the said Sir Edward Littleton his heirs executors or assigns or some or one of them the said several and respective sums of Nine pounds and also the said sum of Three Hundred and Nine pounds upon the respective days

afore limited for payment thereof according to the effect of the provisos or condition aforesaid **AND** also that he the said Leicester Grosvenor his heirs executors and assigns or some or one of them shall and will well and truly pay and discharge all and every the sum and sums of money which shall be levied taxed charged or imposed upon or for the above granted premises or upon for or by reason of the said money paid and lent by the said Sir Edward Littleton by these presents mortgage or conditional bargain And that if the said sums of money or any of them in the said proviso or condition above mentioned shall not be paid according to the effect of the said proviso or condition that then and from thenceforth the said Sir Edward Littleton his heirs or assigns shall or may have hold use occupy possess and enjoy all and every the aforementioned to be hereby granted premises with their and every of their appurtenances without any let suit molestation or demand of or by the said Leicester Grosvenor and Francis Grosvenor or either of them their or either of their heirs or assigns or any of them **AND** the said Sir Edward Littleton does for himself his heirs executors and administrators covenant and grant to and with the said Leicester Grosvenor his heirs executors and administrators that upon and at the payment of Three Hundred and Nine pounds according to the proviso aforesaid the said Sir Edward Littleton his heirs executors or assigns or some or one of them shall and will upon request deliver that part of these presents Indenture which shall be signed or sealed by the said Leicester Grosvenor Elizabeth his wife and the said Francis Grosvenor unto the said Leicester Grosvenor or Francis Grosvenor their

heirs and assigns or one of them to be cancelled and made void (if the same be not then lost) and upon reasonable request and at the cost and charges of the said Leicester Grosvenor and Francis Grosvenor or one of them shall and will release unto the said Leicester Grosvenor and Francis Grosvenor their heirs and assigns All the estate right title interest claim and demand of in unto or out of the said premises and every part thereof free and clear of all acts and incumbrances had made or done or to be had made or done by the said Sir Edward Littleton his heirs or assigns they or any of them not travelling from his or their respective habitations for doing thereof and also shall and will then deliver back sound and uncanceled all Deeds of and concerning the premises which shall be delivered into his hands at the time of the execution of these presents **AND LASTLY** it is concluded declared and agreed between all and every the said parties to these presents That it shall and may be lawful to and for the said Leicester Grosvenor his heirs and assigns until some default of payment of some or one of the said sum or sums aforementioned in the proviso aforesaid to have hold occupy possess and enjoy all and every the said aforementioned to be hereby granted premises and to receive the Rents issues and profits thereof to his and their own use and behoof without rendering any account thereof or being otherwise chargeable for the same or without any molestation of or by the said Sir Edward Littleton his heirs or assigns or any of them anything in these presents or in any further assurance to be made as aforesaid contained or to be contained in any wise notwithstanding

IN WITNESS whereof the parties first above named to these presents Indenture interchangeably their hands and seals have put the day and year first above written

[signed and sealed]
Leicester Grosvenor

E (her mark)
Eliz. Grosvenor

[signed and sealed]
Francis Grosvenor

FRONT COVER

Mr Leicester Grosvenor)	
to)	Mortgage in Fee
Sir Edward Lyttleton Baronet)	

BACK

Sealed and delivered in the presence of us and the words (And all ways waters watercourses easements commons profits commodities privileges advantages emoluments hereditaments and appurtenances whatsoever unto the said premises belonging or in any wise appertaining) were interlined before sealing and delivery likewise in the presence of us

Memorandum the Day and year within written received of the within named Sir Edward Littleton the sum of three hundred pounds of good money being the consideration money mentioned in this Deed was? received in full by us

[signed]	
Leicester Grosvenor	LS
Francis Grosvenor	LS

[signed]
Ralph Rugeley

Rich: Forde

Jo: Riddings

Wa: Ashmore

John Shibbock + his mark

Witness:

Ralph Rugeley

Rich: Forde

Jo: Riddings

Wa: Ashmore

John Shibbock + his mark

*Janet Jordan in association with Kerry Osbourne
September 2024*

Note:

This Deed purchased by Sutton Coldfield Local History Research Group
5th August 2024

Photographs and Some Comments on the Deed to follow: