

{endorsed} 9 July 44 Eliz 1602 – Conveyance of Mills in Morden in fee – Playstowe to Fromonde

This Indenture made the ninth Daye of Julye in the fowre and fortithe yeare of the reign of our Sovereigne Lady Elizabeth by the grace of god Queene of England Fraunce and Ireland Defendor of the Faythe etc **Between** William Playstowe of the parishe of Kingston upon Thames in the Countie of Surrey yeoman of th'one partie and William Fromund of Cheam [*Chayham*] in the said Countie of Surrey gentleman on th'other partie **Witnesseth** that the said William Playstowe as well for and in consideration {deletion} of a competente some of good and lawful money of England to him the said William Playstowe by the said William Fromund before th'ensealinge and deliverye of these present Indentures well and truly contented and payed whereof and wherewith the said William Playstowe doth by these presents acknowledge himselfe to be fully satisfyed and the said William Fromund his Executors and Administrators to be thereof acquitted and fully discharged as alsoe for divers other good and reasonable causes and consideracions him thereunto movinge **hath** given graunted and alyened, infeoffed, bargayned and solde and by these presents dothe fully clearely and absolutely give graunte alyen infeoffe bargayne and sell unto the said William Fromund all those messuages or Tenements, Barnes, Stables, howses, edifices, buyldings, easements, and the gardens, Orchards, Courtes yarde and Backesides to the said messuages belonginge situate and beinge in the parish of Morden [*Morden*] in the Countie of Surrey aforesaid Together with all those Landes, Tenements, meadowes, pastures, feedinges, woodes, underwoodes, trees, myllehouse, mylles, pondes, waters, watercourses, sluces, Bayes, Bankes, fyshings, fyshes, weares, wayes, pathes, wastes, moores, marishes, Commons, woodgroundes and hereditaments whatsoever to the same messuages or Tenements or to any of them belonginge or in any wise appertayninge with the appurtenances whatsoever or reputed used or taken as any parte or parcell thereof or at anye tyme or tymes heretofore used occupied or enjoyed to or with any of the said messuages or tenements situate lyinge and beinge in Morden [*Moredon*] aforesaid within the said Countie of Surrey and wch be nowe or late were in the severall tenures holdinges or occupacions of John Whytinge of Cheam [*Chayham*] aforesaid maltman, John White of Malden in the Countie aforesaid husbandman, and Christopher Cooke of the parishe of Chessington in the said Countie of Surrey husbandman or of anye or ether of them or any or eyther of their assignee or assignees Lessee or Lessees and all other his Landes tenementes Rentes and hereditam[en]ts whatsoever situate lyinge and beinge within the Feildes Lymittes precincte or parisshe of Morden [*Moredon*] aforesaid Together alsoe with the Revercion and Revercions Remynder and Remynders whatsoever of the said premisses and of all and everye parte and parcell thereof together with all Deedes evidences Charters Counterpanes of Leases escriptes minymentes and wrytinges touchinge or concerninge the said premisses or anye parte or parcell thereof All wch said Deedes Charters evidences escriptes minymentes Counterpanes of Leases and wrytinges the said William Playstowe for himselfe his heires executors administrators and assignes Covenanteth and graunteth to and with the said William Fromund by these presents well and truly to Deliver or cause to be delivered unto the said William Fromund his heires or assignes at or Before the Feaste of St Michael the Archangell next cominge after the Date hereof in suche sorte and condicion as they nowe are remayninge in the possession of the said William Playstowe **To have houlde** and enjoye all the said messuages or tenements, howses, Barnes, Stables, buildinges, mylles Landes meadowes, pastures, feedinges, woodes, underwoodes, trees, Rents Revercions Services Deedes Charters wrytinges evidences and mynimentes and all and singular other the said premises and all and everye parte and parcell thereof with their appurtenances before bt these presentes bargayned and solde or herein mencyoned or intended to be bargayned and sould unto the said William Fromound his heyres and assignes for ever to th'onelye and proper use and behoofe of the said William Fromound his heyres and assignes for ever **And** the said William Playstowe Dothe covenante promise and graunte for himselfe his heires executors and administrators to and with the said William Fromound his heires executors and administrators by these presents in maner and forme followinge

That he the said William Playstowe the Daye of the Date hereof is and at th'execucion of these presentes shalbe the very true Rightfull and lawfull owner of the said premisses herein mencyned to be bargayned and solde with th'appurtenances and of every parte and parcell thereof and is and shalbe thereof and of everye parte and parcell thereof lawfully absolutely and solely seysed to him and his heyres for ever of a good perfecte and absolute estate in fee simple And that he nowe hath and at the tyme of th'execucion of the estate by these presentes graunted shall have full power good Righte iuste tytle and lawfull and absolute authoritie to give graunte alyen infeoffe bargayne sell conveye and assure all and singular the said premisses with th'appurtenances and every parte and parcell thereof to the said William Fromound his heyres and assignes for ever in maner and forme before herein declared **And alsoe** that the said premisses with th'appurtenances herein mencyned or intended to be bargayned and sould and every parte and parcell thereof the Daye of the Date hereof and at all tymes and from tyme to tyme for ever hereafter shalbe stande and continue unto the said William Fromound his heires and assignes for ever to th'onely use and behoofe of the said William Fromound his heyres and assignes for evermore free and clearely exonerated acquitted and discharged or otherwise by the said William Playstowe his heires Executors sufficientlye saved or kept harmeles of and from all and all maner of former Bargaynes sales Leases Joyntures Dowes Annuities Rentes Charge Rentes secke arrerages of Rentes Statutes merchaunt and of the Staple Recognizances Judgements Execucions Intrussions Issues Fynes Fees amerciamentes extentes and of and from all other Chardges tytles troubles and incumbrances whatsoever had made commytted suffered and done by him the said William Playstowe or by William Playstowe deceased Father of the said William or by any other person or persons havinge or pretendinge to have any maner lawfull Righte interest or estate in the above bargayned premisses or any parte of parcell thereof from by or under the said the Father or the said William the Sonne **Excepte** the Rentes and services from henceforthe to be due to the cheife Lorde or Lordes of the Fee or Fees thereof **And** alsoe one Lease bearinge Date the fourthe Daye of November in the fowre and thirtithe yeare of the Reigne of our Sovereigne Ladye Elizabeth the Queenes moste excellent Maiestie that now is heretofore made by the said William Playstowe or by William Playstowe deceased Father of the said William Playstowe of parcell of the premisses to the said John Whytinge aforenamed his executors and assignes for the terme of tenne yeares to begin at the Feast of St Michaell the Archangell Anno Dm 1595 under the yearely Rente of twoe pence **And** also one other Lease bearinge Date the twentithe Daye of Marche in the sixe and thirtithe yeare of the Reigne of our said Sovereigne Ladye Queene Elizabeth made of other parcell of the premisses to the said John Whyte before alsoe named his executors administrators and assignes for the terme of twentie yeares therein expressed under the yearely Reservacions of eight powndes for the first eleven yeares and tenne powndes for the other nine yeares in the said last recyted Lease likewise mencyned. **And also** excepte one other Lease bearinge Date the one and twentithe Daye of June in the seaven and thirtithe yeare of her maiesties said reigne made of other parcell of the said premisses unto the said Christopher Cooke his executors administrators and assignes before likewise specifyed for the terme of twentie yeares th'onely Rente of one penie yearely soe as the said severall Rentes soe reserved upon the said Leases shall and maye be yearely payable unto the said William Fromound his heyres executors and assignes for and duringe the continuance of the same Leases **And** the said William Playstowe for himselfe his heires executors and administrators Dothe further covenante promyse and graunt to and with the said William Fromound his heires executors and administrators that he the said William Fromound his heires and assignes shall or may from henceforth for evermore quietly and peaceably have hould occupie possesse and enjoye to his and their owne proper use and behoofe all the said premisses above mencyned or intended to be bargayned and solde and every parte and parcell thereof And the Rentes issues Revenewes and proffittes thereof and of every parte and parcell thereof shall or may have take and receyve to his or their owne proper use Excepte before excepted without lawfull lett or interrupcion of the said William Playstowe or of his heires or of any other person or persons whatsoever anye thinge lawfully havinge or clayminge to have of in or to the said bargayned premisses or any parte or parcell thereof from by or under the said William Playstowe

And the said William Playstowe for himselfe his heires executors and administrators dothe further covenante promise and graunt to and with the said William Fromound his heyres executors and assignes that the said William Playstowe and his heires upon reasonable Requeste to them or anye of them to be made shall at all tymes duringe the space of twoe yeares next ensuinge the Date hereof make doe and suffer or cause to be made done or suffered to the said William Fromound and to his heires or to suche other person and persons and to his and their heyres as the said William Fromound and his heires shall appoynte to th'onely use and behoofe of the said William Fromound and his heires or to the use of suche person or persons and of his and their heires as the said William Fromound or his heires shall appoynte all and everye suche other and further assurance or assurances of the said messuages Landes and premisses and everye parte and parcell thereof to the said William Fromound his heires and assignes Be it by Fyne with proclamacion or without feoffement Recoverye or Recoveryes with single or double voucher or vouchers Release or Confirmacion with warrantye agaynste the said William Playstowe and his heires or without warrantye and by all everye or anye those wayes and meanes or some or anye of them as shalbe reasonably advised and devised by the said William Fromound his heires and assignes or by his and their Counsell learned in the Lawe or anye of them at th'onely costes and charges of the said William Fromound his heyres and assignes **Provided** alwayes and upon Condicion that if the said William Fromound his heires and assignes shall not well and truely satisfye content and paye or cause to be satisfied contented and payed unto the said William Playstowe the some of twentie five powndes lawfull money of England yearlye and everye yeare for and duringe the terme of the naturall life if him the said William Playstowe in maner and forme followinge viz sixe powndes five shillings at or upon the Feaste Daye of the Birthe of our Lord god commonly called Christmas Daye next ensuinge the Date of these presentes and the like some of sixe powndes five shillings at or upon the Feaste Daye of the Annunciacion of our blessed Lady the Virgin Marie then followinge and the like some of sixe powndes five shillings at or upon the Feast Daye of the Nativitie of St John the Baptist then followinge and the like somme of sixe powndes five shillings at or upon the Feast Daye of St Michael the Archangell then next ensuinge or within twentie Dayes next after everye of the said Feast Dayes at or in the towne hall of Kingston upon Thames in the Countie of Surrey and soe yearlye at everye of the said Feaste Dayes or within twentie dayes after duringe the naturall life of the said William Playstowe at the place aforesaid that then the said William Fromound his heires and assignes shall forfeyte and paye to the said William Playstowe fifteene shillings lawfull money of England by name of penalty [*nomine pænæ*] and that if the said sixe powndes fives shillings with the said fifteene shillings by name of penalty [*nomine pænæ*] be not payed to the said William Playstowe within saeven Dayes next after the said twentie Dayes at the place of payment aforesaid that then it shall may be lawfull to and for the said William Playstowe and his heyres to reenter into all and singular the above bargayned premisses and into everye parte and parcell of the same and the said William Fromound his heyres and assignes utterly to expell and putt out and the said William Playstowe to have agayne the sume and everye parte and parcell of the same as in his former estate anye thinge herein conteyned to the contrarye in anye wise not withstandinge **In witness** whereof the parties abovesaid to these present Indentures interchaungeablye have sett their handes and seales yeoven [=given] the Daye and yeare first above written 1602.

{Dorse:}

9 July 44 Eliz 1602

Conveyance of Mills in Mordon in fee

Playstowe to Fromonde

The counterpayn of Playstows Annuity for his life whereby he hath taken[?] him 25s per annum duringe his lyffe out of Morden in County Surrey and the heirs surviving him[?] Receiving but 10s per annum

Seisin and possession taken by the within named William Playstowe of a parcell of Coppies grounde called Margett Hernebush lying in the Longefurlonge in the name of all the wodd groundes in the occupacion of Christofer Cook within named And also possession and Seisin taken by the said William Playstowe of one acre of Meadowe grounde called the greate acre in the name of all the meadowe grounde in the occupacion of John Whittinge And the said William Playstowe beinge in peceable and quiett possession unto the within named William Fromond' of all the said wodd grounde and meadowe grounde according to the trewe meaninge of this Indenture in the presence of us

Memorand[um] that after the sealinge and delivery of this Indenture the said William Playstowe the 14th day of July 1602 did enter quietly into the said howse where John White dwelleth and did expell and putt out of the said house the said John White and all other persons and so possessed the same quietly and beinge in quiet and peceable possession did delyver quiet and peceable possession unto the said William Fromond' of the said house and all the Lands in the occupacion of the said John White or his assignes accordinge to the trewe meaninge of this present Indenture And the said William Fromond' did quietly enter and possesse the same accordingly in the presence of all those whose names are heare under subscribed

Richard Benson[§] John White ^ mark

Thomas Jones Wm Chareys ^ mark

William Benson Thomas ^ White mark

Henry Fromond' Nicholas ^ Wildes marke W Bull

[§] Benson's name is followed by a symbol which might be an abbreviation of his status or a personal mark