

These are the notes referred to on the following official copy

Title Number SL153923

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DEED OF GRANT

THIS DEED OF GRANT dated the 25th day of May 2004

BETWEEN

(1) DAVID IRWIN HARRIS and MARGARET ELLEN HARRIS of 17 Overton Ludlow SY8 4DY (the "First Owner")

(2) CLARE MARGUERITE HARRIS of 16 Overton Ludlow SY8 4DY (the "Second Owner")

(3) ABBEY NATIONAL PLC of Deeds Centre 101 Midsommer Boulevard Milton Keynes MK9 1AA (the "First Owner's Lender")

(4) NATIONWIDE BUILDING SOCIETY of Nationwide House Pipers Way Swindon SN38 1NW (the "Second Owner's Lender")

1. In this Deed

- (a) "The Accessway" means the private way coloured brown on the plan
- (b) "The Footpath" means the path coloured yellow on the Plan
- (c) "The First Owner's Land" means the land described in the First Schedule
- (d) "The Second Owner's Land" means the land described in the Second Schedule
- (e) "The Plan" means the attached plan
- (f) References to the First Owner and the Second Owner include their successors in title.
- (g) The First Owner's charge means the charge dated the 5 September 2003 registered on the 15 September 2003 in the Charges Register of the above title
- (h) The Second Owner's charge means the charge dated the 8 September 2003 registered on the 29 September 2003 in the Charges Register of the above title.

2. Pursuant to an agreement between the parties the First Owner with full guarantee grants to the Second Owner a right of way appurtenant to the Second Owner's



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Land for the Second Owner and those authorised by the Second Owner over the Accessway at all times on foot with or without motor or other vehicles for the purpose of access to the Second Owner's septic tank marked with an X on the Plan for the purpose of its repair maintenance renewal and emptying in common with the First Owner and all other persons with a similar right or authorised by the First Owner subject to and conditionally on paying a fair share according to use and the wear attributable to the exercise of this right of the cost of keeping the way in repair breach of this provision suspends the right of way

3. The Second Owner pursuant to an agreement between the parties with full title guarantee grants to the First Owner a right of way appurtenant to the First Owner's Land for the First Owner and those authorised by the First Owner over the Footpath at all times on foot only for the purpose of access to the First Owner's Land the First Owner's to be responsible for the cost of keeping the footpath in repair.
4. The First Owner's Lender as proprietor of the First Owner's charge and the Second Owner's Lender as proprietor of the Second Owner's charge confirm the rights granted by this Deed and consent to the entry requested below being made in the Charges Register of the First Owner's and Second Owner's title.
5. The First Owner and the Second Owner apply to the Chief Land Registrar for entry of a Notice of the Rights granted by this Deed.
6. It is hereby certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of Sixty Thousand Pounds (£60,000,00)

THE FIRST SCHEDULE

The First Owner's Land being the premises known as 17 Overton Ludlow Shropshire SY8 4DY comprising the whole of the land within title number SL155843

THE SECOND SCHEDULE

The Second Owner's Land being the premises known as 16 Overton Ludlow Shropshire SY8 4DY comprising the whole of the land within title number SL153923

SIGNED as a deed by the said
DAVID IRWIN HARRIS *David Irwin Harris*
in the presence of:

[Signature] J. W. HATCHER
1 Acton Lane Mews
Broad Street Leominster
Solicitor

SIGNED as a deed by the said
MARGARET ELLEN HARRIS *Margaret Ellen Harris*
in the presence of:

[Signature]
As Above

SIGNED as a deed by the said
CLARE MARGUERITE HARRIS *CMHARRIS*
in the presence of:

[Signature]
As Above

The COMMON SEAL of the
~~ABBEY NATIONAL PLC~~
NATIONWIDE BUILDING SOCIETY
was hereunto affixed in the presence of:

[Signature]
J. W. Hatcher
Solicitor

[Signature]
15/4/04

By authority of the board of Directors

Director
Secretary

The COMMON SEAL of the
~~NATIONWIDE BUILDING SOCIETY~~
ABBEY NATIONAL PLC
was hereunto affixed in the presence of:

[Signature]

[Signature]
SARAH JES CALLAGHAN
DEEDS SERVICES CLERK
authority of the Board of Directors
ABBEY NATIONAL PLC

Director
Secretary

ORDNANCE SURVEY MAP REFERENCE:

SO5071NW

SCALE 1:1250 Enlarged from 1/2500

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4707

Letterbox
Cottage

Wooseaves

Cherwood

B 4361

Owl Barn
House

Willow Croft

Skirshaw
House

Owl Barn House

4900

Talis House

Deerplay House

Overton Grange

The Botby

Baton House



X = position of Septic Tanks

The seal of the Nationwide

Building Society

S J Callaghan
SANDRA FIS CALLAGHAN
DEEDS SERVICES CLERK
authority of the Board of Directors
ABBNEY NATIONAL plc

[Signature]
By authority of the board of Directors

15/4/04