**Mortgage document of 1638 and subsequent default and redemption.**

The following precis concerns the mortgage of Berry farm about two kilometers to the east of Grange farm when William Hawkesworth borrowed £200 from William Collin using the farm as surety. The interest on the loan was charged at 8% per annum which was the highest rate allowed by law at this time. The document goes on to say how the house will be divided into two after the final sale. Why Hawkesworth had to borrow money initially, why he had to go all the way to Corhampton to find a lender and why the house was  resold in later years for the original sum is unknown.

This indenture made the 30th day of September in the year of the reign of our Sovereign Lord Charles II ------ in 1672. Between Robert Matte of Bury in the Parish of Alverstoke in the County of Southampton and Elizabeth Matte daughter of the said Robert Matte by Elizabeth Matte his first wife, one of the daughters and co-heirs of William Hawkesworth of Bury aforesaid yeoman dead of the one part, and Richard Matte of Gosport in the Parish of Alverstoke aforesaid in the County aforesaid Mariner and Sarah his wife one other of the daughters and co-heiresses of the said William Hawkesworth of the other part.

Witnesseth that whereas the said William Hawkesworth in his lifetime by the deed bearing date the 30th July in the 14th year of the reign of our late Sovereign Lord King Charles I of blessed memory (Amoged did/Amogedin??) 1638 made between the said William Hawkesworth of Bury aforesaid in the County aforesaid said yeoman of the one part and William Collins of Corhampton in the County aforesaid (edge?) of the other part for the consideration of the sun of £200 of lawful money of England therin (expsled??) did grant bargain fellalion enfeoff and confirm unto the said William Collins and his heirs forever all that his seite and messuage called Bury and Creeds situated and being within the Hamlet of Bury or elsewhere within the Parish of Alverstoke aforesaid, together with all and singular houses, outhouses, orchards, pastures, marishes, fedings, woods, underwoods, co--- , commodities and appurtanances thereunto belonging or in any way appertaining then in the tenure of the said William Hawkesworth or his assignee or assignees, to have and to hold the said lands, tenements and premises with their pastures unto the said William Collins and his heirs forever. To the onely use and behoose of the said William Collins and his heirs and assignees forever and whereas in the deed there is a provisor or condition contained in the redemption of the premises upon payment of the sum of £248 of lawful money of England at and within the dwlling house of the said William Collins situated in Corhampton aforesaid at the dayes and times and in the manner and forme contained therein mentioned, that is to say in and upon the 1st day of August which should be in the year of our Lord 1639 the sum of £16 and in and upon the 3rd day of August which should be in the year of our Lord God 1640 the sum of £16 and on the 5th day of August 1641 the sum of £216 in full payment and satisfaction of the said £248 that then the said deed and (cucry??) clause therein contained and the seizin thereupon delivered or executed should cease and be utterly void and of none effect. As in and by the said deed and provision or condition therein contained relacon(?) being thereunto had more at large it may appear[!!!]

Which said sum of £248 was not fully paid to the said William Collins at the day time and place in the said Provision of Redemption limited for the payment thereof.

By reason and means whereof the said seite messuage premisses and the whole estate right title and interest of the said William Hawkesworth of and to the same premisses became forfeit unto the said William Collins and he thereby was lawfully interested and possessed in the same premisses and every part thereof, to him the aforesaid William Collins and his heirs and assignees forever.

And afterwards the said William Collins by the deed bearing the date of 5th November in the 15th year of the reign of our Sovereigne Lord Charles II and made between the said William Collins of the one part and the said Robert Matte, William Mudge and Mary his wife and the said Richard Matte and Sarah his late wife of the other part for the consideration of £200 of lawfull English money to him the said William Collins in hand paid by the said Robert Matte for and on behalf of the said Elizabeth his daughter by the said Elizabeth his late wife and by and with the consent direction and appointment of the said William Mudge and Mary his said wife, Richard Mattie and Sarah his said wife, testified by being parties to the said deed made between them did give grant bargain fellalion inlease enfeoffe and confirm unto the said Richard Matte his heirs and assignees forever all the aforesaid seite messuage lands tenements and all and singular other theaforesaid recited premisses and every part and parcell thereof with their ----- and of their right members and appurtanances

Source 37M73 AE/T1 Winchester PRO

R.Roberts

R.Towner 20th March 1996