



Registration of a Charge

Company Name: **E.M. KEY & SON LIMITED**

Company Number: **01357228**



Received for filing in Electronic Format on the: **08/11/2022**

XBGC3LD7

Details of Charge

Date of creation: **07/11/2022**

Charge code: **0135 7228 0008**

Persons entitled: **SPRINT LOANS LIMITED**

Brief description: **ALL THAT FREEHOLD KNOWN AS GRANGE FARM, BURTON
PEDWARDINE AND REGISTERED AT HM LAND REGISTRY WITH TITLE
NUMBER LL67768.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **APRIL FOLEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1357228

Charge code: 0135 7228 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2022 and created by E.M. KEY & SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2022 .

Given at Companies House, Cardiff on 10th November 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

SPRINT LOANS LIMITED : MORTGAGE DEED

Date 7th November 2022

Ref: 72163.03

The Lender **SPRINT LOANS LIMITED** of 7 St. James Square, Manchester M2 6XX

The Mortgagor including any Co-Mortgagor(s) **E.M.KEY & SON LIMITED** of The Old Schoolhouse, Burton Pedwardine

The Property

1. Grange Farm, Burton Pedwardine
Title Number (if registered land) - LL67768

A. The Mortgagor with FULL TITLE GUARANTEE charges by way of Legal Mortgage the Property (as hereinafter defined) set out above together with all fixtures thereon as a continuing security to the Lender for the discharge on demand of all the money referred to in clause 2 overleaf and secures in addition the debt of FRASER MAYFIELD KEY of The Grange, Asgarby Road, Sleaford, NG34 0BZ hereinafter referred to as "Borrower".

B. Any Mortgagor having any right or interest in the Property or any proceeds of sale thereof with FULL TITLE GUARANTEE charges that right or interest as a continuing security to the Lender for the discharge on demand of all the money referred to in clause 2 overleaf.

C. In the case of registered land, the Mortgagor hereby applies to the Chief Land Registrar for the entry on the register of a restriction that, except under an order of the Registrar, no disposition by the proprietor of the Property is to be registered without the consent of the proprietor for the time being of the charge created by this Deed.

Signed and delivered as a Deed by the Mortgagor

Signature of E M KEY & SON LIMITED

Signature of Witness

Name of Witness D DILLITT

Occupation of Witness ACCOUNTS MANAGER

Address of Witness

We certify that, save for the material redacted pursuant to section 859G of the Companies Act 2006, this is a true copy of the original document

Dated 8.11.2022

Signed Sills & Betteridge LLP

Sills & Betteridge LLP

1. Interpretation

(1) In this Mortgage Deed, the following words shall bear the meanings set out below:

"Co-Mortgagor"	The person(s) named as such overleaf, if any and/or any person deriving an interest in the Property through that person.
"Expenses"	All expenses which the Mortgagor must pay under the terms of this Deed
"the Rate"	In respect of each separate loan made by the Lender to the Mortgagor and / or the Borrower, the rate of interest recorded in the loan or credit agreement or offer letter or facility letter relating thereto
"Lender"	SPRINT LOANS LIMITED or any party to whom SPRINT LOANS LIMITED transfers its rights hereunder or under the loan or credit agreement or offer letter or facility letter relating thereto
"Mortgagor"	The person(s) named as such overleaf and where the context so admits the term Mortgagor shall include any Co-Mortgagor(s)
"Property"	The property set out overleaf or any part of it together with the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating thereto, any shares or membership rights, any goodwill of any business carried on at the Property, any rental and other money payable under any lease, licence or other interest created in respect of the Property and any other payments whatsoever in respect of the Property, including but not limited to any payment derived from any insurance policy or any compensatory money.

(2) The expression 'Mortgagor' and 'Lender' where the context admits shall include their respective Successors in Title and/or Assigns and if there are two or more persons as Mortgagors and/or Co-Mortgagors to this Deed all covenants herein contained or implied on the part of the Mortgagor and/or Co-Mortgagor shall be deemed to be joint and several covenants on their part.

(3) References to any statute shall include any amendment thereto and the masculine shall include the feminine.

2. The charge under Clause A overleaf secures:

(1) The balance which shall from time to time be owing to the Lender by the Mortgagor and/or the Borrower, and,
 (2) All other obligations and liabilities of the Mortgagor and / or the Borrower to the Lender whether matured or unmatured and whether actual or contingent to which the Mortgagor shall be subject (whether alone or jointly with any other person firm or corporation in whatever name style or form) and whether as principal or surety together with interest at the Rate on upon all the foregoing month by month (and for the avoidance of doubt interest will be charged on a monthly basis for each month or part month that the balance is outstanding) to the date of repayment in full (as well after as before judgement) and all commission proper legal costs (on a full indemnity basis) and other proper costs charges and expenses incurred by the Lender and all matters arising therefrom incurred by the Lender in relation to these presents and/or perfecting and/or enforcing the security hereby created and further all charges of the Lender's Surveyors in connection with the Property and all costs charges and expenses which the Lender may pay or incur in obtaining payment or discharge for such monies or liabilities or any part thereof, in paying any rent rates taxes or outgoings or in insuring repairing maintaining managing or realising the Property (to the intent that the Lender shall be afforded a full complete and unlimited indemnity in respect thereof notwithstanding any rule of law or equity to the contrary) and whether arising directly or indirectly in respect of this charge or any other charge or security held by the Lender for the same indebtedness. The Lender may recover such administration costs incurred in doing any work in connection with this Mortgage as it reasonably estimates to represent the cost to it of doing the work in question.

3. The Mortgagor hereby covenants with the Lender at all times during the continuance of this security:-

- (1) To insure the Property in an office to be approved by the Lender against all usual insurable risks in the full value thereof (of which the Lender shall be the sole and absolute judge) and will pay all premiums in respect of such insurance within 7 days after the same shall have become due and will ensure that the interest of the Lender has been noted on the policy of insurance. The Lender has the right without giving notice to the Mortgagor to settle all insurance claims relating to the Property on reasonable terms and to receive all monies paid out under the policy of insurance to reduce the balance due to the Lender hereunder or to make good the loss or damage which caused the money to be paid;
- (2) To put and keep the Property in good repair;
- (3) To observe the terms of any prior charge;
- (4) To observe the terms of any lease under which the Property is held;
- (5) To observe and perform all restrictive and other covenants and stipulations for the time being affecting the Property;
- (6) To observe all obligations, restrictions and / or requirements which apply to the Property by virtue of Statute or statutory authority;
- (7) To deliver immediately to the Lender a copy of any notice or demand from any person charging, exercising a right over or claiming a right in the Property;
- (8) Not to do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance over the Property.

4. The powers of leasing conferred upon a Mortgagor in possession by Section 99 of the Law of Property Act 1925 and any other powers of leasing vested in the Mortgagor shall not be exercisable without the previous consent in writing of the Lender and in addition to the powers of leasing conferred on a mortgagee by such sections it shall be lawful for the Lender at any time to grant any lease thereof for any term or terms of years or for any derivative term or terms of years and either in possession or reversion and either with or without taking a premium for the making thereof and at such yearly or other rents and subject to such covenants and conditions and generally upon such terms as the Lender shall in its absolute and uncontrolled discretion think proper.

5. The power of sale and other powers conferred on a mortgagee by the Law of Property Act 1925 shall apply to this security but without restrictions therein contained as to giving notice or otherwise and so that for the purpose of a sale or other exercise of the said powers or any of them the whole of the monies hereby secured shall be deemed to be due and payable immediately on the execution of these presents and that the restriction on the right of consolidating mortgage securities which is contained in Section 93 of the same Act shall not apply to this security and in any such sale the Lender may sell the fixtures comprised herein either together with the Property to which they are affixed or separately and detached therefrom.

6. The Lender may at any time exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord and a tenant by the Landlord and Tenant Acts 1927 and 1954 (or any statutory modification or extension thereof) in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised and the Mortgagor hereby covenants with the Lender that the Mortgagor will as and when received deliver to the Lender all notices served on the Mortgagor in respect of the Property under the said Acts and the Mortgagor hereby irrevocably appoints the Lender the attorney for the Mortgagor and in the name and on behalf of the Mortgagor or otherwise to sign seal and deliver all notices documents as it may deem necessary or desirable for carrying out any of the powers vested in the Mortgagor by the said Acts in respect of the Property including power to execute any lease or counterpart of any lease to be granted with power to give receipts for any compensation money payable by a landlord and with power for any receiver appointed by the Lender to enter into any agreements as he or the Lender may consider necessary and with power for the Lender on a sale or other dealing with the Property to execute an assurance mortgage to itself of any lease granted under the Acts or otherwise or other document vesting the Property or any part thereof in itself or any other person whether for a term of years or otherwise provided that nothing that shall be done by or on behalf of the Lender hereunder shall render it liable to account as a mortgagee in possession.

7. The Mortgagor appoints the Lender (and any receiver appointed by the Lender) to do the following in the name and on behalf of the Mortgagor:

- (1) To receive any money due in respect of the Property or any right or claim connected with it and to use the same to reduce the balance outstanding to the Lender hereunder;
- (2) To sign any document or do any act which must be signed or done under this Mortgage or which the Lender or receiver may find necessary in order to exercise the rights of the Lender hereunder;
- (3) To initial any amendment which may be necessary to this Deed or any loan or credit agreement or offer letter or facility letter or associated document in order to correct any mistake, provided that such amendment does not adversely affect the rights of the Mortgagor.

8. Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage lien simple contract obligation or other security which the Lender may for the time being have for any money or liabilities due or incurred by the Mortgagor to the Lender or any right or remedy of the Lender thereunder and the Charge hereby created is in addition to any existing Charge (if any) in favour of the Lender and to any other securities held by the Lender.

9. The Lender agrees to release, re-assign or transfer back the above assets when all the monies due from the Mortgagor and / or the Borrower have been repaid and the Lender is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Mortgagor and / or the Borrower.

10. The Mortgagor will not without the consent in writing of the Lender create any further mortgage charge or other encumbrance upon the whole or any part or parts of Property, grant rights to any person in or over the Property or alter the Property.

11. Any notice hereunder may be given by sending the same by post addressed to the Mortgagor at his/her address stated herein or if there is more than one party hereto as Mortgagor at the address of the first named thereof or at such other address as the Lender may from time to time have been notified by such Mortgagor in accordance with this Clause and if so sent shall be deemed to be served on the next working day following the date of posting. "Working day" means any day from Monday to Friday save for bank or public holidays. In proving service it shall be sufficient for the Lender to show that the letter containing the notice was properly addressed stamped and posted by First Class Post. In the event of two or more persons being parties hereto as Mortgagor any notice given hereunder to the First Named Mortgagor shall be deemed to be notice to the Mortgagor.