



Registration of a Charge

Company Name: **T. J. MORRIS LIMITED**

Company Number: **01505036**



Received for filing in Electronic Format on the: **06/04/2022**

XB1DA56G

Details of Charge

Date of creation: **01/04/2022**

Charge code: **0150 5036 0029**

Persons entitled: **TERENCE CARPENTER SCREECH
MICHAEL JACKMAN SCREECH
HELEN DAVIES
SARAH MARY WITHERIDGE**

Brief description: **FREEHOLD LAND ON THE SOUTH SIDE OF TYNE WELLS HOUSE,
PENNYGILLAM, LAUNCESTON**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TOM BOWES**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1505036

Charge code: 0150 5036 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st April 2022 and created by T. J. MORRIS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2022 .

Given at Companies House, Cardiff on 11th April 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**

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

1	Title number(s) of the property: CL214776
2	Property: Freehold Land on the south side of Tyne Wells House, Pennygillam, Launceston
3	Date: 1 April 2022
4	Borrower: T. J. MORRIS LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 01505036 For overseas companies (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

5 Lender for entry in the register:

Terence Carpenter Screech, Michael Jackman Screech, Helen Davies (as Trustee of the Trust of the Will of Kathleen Mabel Tamblyn (Deceased)) and Sarah Mary Witheridge (as Trustee of the Trust of the Will of Kathleen Mabel Tamblyn (Deceased))

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

6 Lender's intended address(es) for service for entry in the register:

1. Three Oaks, South Petherwin, Launceston, PL15 7LJ (Terence Carpenter Screech).
2. Honiton Farm South Petherwin, Launceston Cornwall PL15 7LJ (Michael Jackman Screech).
3. Westgate, Launceston, Cornwall, PL15 9AD (Helen Davies).
4. Church House, Queen Street, Newton Abbot, TQ12 2QP (Sarah Mary Witheridge).

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the Property by way of a first legal mortgage for the payment of the Secured Sum as detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated day of 1 April 2022 in favour of Terence Carpenter Screech, Michael Jackman Screech, Helen Davies (as Trustee of the Trust of the Will of Kathleen Mabel Tamblyn (Deceased)) and Sarah Mary Witheridge (as Trustee of the Trust of the Will of Kathleen Mabel Tamblyn (Deceased))."

9 Additional provisions

Definitions

9.1 the following terms have the following meanings:-

"Secured Sum" means the sum of £500,000 (Five Hundred Thousand Pounds) owing under the Sale Agreement.

"Sale Agreement" a sale agreement dated 25/3/2022 in respect

of the Property and made between (1) the Lender, (2) the Borrower and (2) Developent Securities (Launceston) Limited.

"Retention Release Date" has the same meaning as is ascribed to that term in the Sale Agreement.

Receipt

9.2 The Borrower acknowledges the Secured Sum is owed to the Lender.

Payment of Principal Interest and Costs

9.3 The Borrower shall pay the Secured Sum to the Lender on the Retention Release Date.

Covenants

9.4 The Borrower shall not do or permit to be done any act or thing which might depreciate jeopardise or otherwise prejudice the security held by the Lender.

Power of Sale and Appointment of Receiver

9.5.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed

9.5.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

Representations and Warranties

9.6.1 The Borrower is the legal and beneficial owner of the Property.

9.6.2 The Property is free of any legal charge other than the Charge created by this deed.

Notices

9.7 Any notice given under this deed shall be in writing and may be served: personally by registered or recorded delivery mail; by telex or facsimile transmission (the latter confirmed by telex or post); or by any other means which any person specified by notice to the other

9.7.1 Each Party's address for the service of the notice shall be its or their above mentioned address or such other address as they may specify by notice to the other

9.7.2 A notice shall be deemed to have been served:-
If it was served in person at the time of service;
It was served by post 48 hours after it was posted

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Borrower's Defaults

9.8 If the Borrower fails to perform or observe any of their obligations under this deed the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as Mortgagee in possession and for that purpose to enter the Property.

Exclusion of Contracts (Rights of Third Parties) Act 1999

9.9 For the avoidance of doubt nothing in this deed shall confer on any third party benefit or right to enforce any term of this deed.

10 Execution

Signed as a Deed by
T. J. MORRIS LIMITED
Acting by its Attorney

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by
**TERENCE CARPENTER
SCREECH**
In the presence of:

Witness Signature:

Witness Name:

Witness Address:

GILIAN TURRELL
WEST HONITON BARN
SOUTH PETHERWIN
LAUNCESTON PL15 7LJ

Signed as a Deed by
**MICHAEL JACKMAN
SCREECH**

In the presence of:

Witness Signature: 

Witness Name:

Karen Austin Wallis

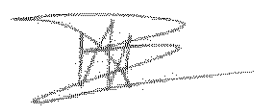
Witness Address:

Old House 11 West Street
Llanwrthwl PL59 6P

Signed as a Deed by

HELEN DAVIES

In the presence of:



Witness Signature: Carol Reynolds

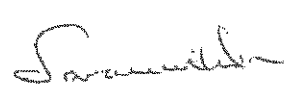
Witness Name: CAROLE REYNOLDS

Witness Address: Westgate, Llanwrthwl, PL5 9AD

Signed as a Deed by

SARAH WITHERIDGE

In the presence of:



Witness Signature:



Witness Name: SHARON VANEANA MASERLY

Witness Address:

WBW SOLICITORS
Church House, Queen Street
NEWTON ABBOT TQ12 2QP

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 68 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Land Registry
Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

1	Title number(s) of the property: CL214776
2	Property: Freehold Land on the south side of Tyne Wells House, Pennygillam, Launceston
3	Date: 1 April 2022
4	Borrower: T. J. MORRIS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01505036 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

5 Lender for entry in the register:

Terence Carpenter Screech, Michael Jackman Screech, Helen Davies (as Trustee of the Trust of the Will of Kathleen Mabel Tambllyn (Deceased)) and Sarah Mary Witheridge (as Trustee of the Trust of the Will of Kathleen Mabel Tambllyn (Deceased))

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in England and Wales including any prefix:

6 Lender's intended address(es) for service for entry in the register:

1. Three Oaks, South Petherwin, Launceston, PL15 7LJ (Terence Carpenter Screech).
2. Honiton Farm South Petherwin, Launceston Cornwall PL15 7LJ (Michael Jackman Screech).
3. Westgate, Launceston, Cornwall, PL15 9AD (Helen Davies).
4. Church House, Queen Street, Newton Abbot, TQ12 2QP (Sarah Mary Witheridge).

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the Property by way of a first legal mortgage for the payment of the Secured Sum as detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated day of 1 APRIL 2022 in favour of Terence Carpenter Screech, Michael Jackman Screech, Helen Davies (as Trustee of the Trust of the Will of Kathleen Mabel Tambllyn (Deceased)) and Sarah Mary Witheridge (as Trustee of the Trust of the Will of Kathleen Mabel Tambllyn (Deceased))."

9 Additional provisions

Definitions

9.1 the following terms have the following meanings:-

"Secured Sum" means the sum of £500,000 (Five Hundred Thousand Pounds) owing under the Sale Agreement.

"Sale Agreement" a sale agreement dated 25 May 2022 in respect

of the Property and made between (1) the Lender, (2) the Borrower and (2) Developent Securities (Launceston) Limited.

"Retention Release Date" has the same meaning as is ascribed to that term in the Sale Agreement.

Receipt

9.2 The Borrower acknowledges the Secured Sum is owed to the Lender.

Payment of Principal Interest and Costs

9.3 The Borrower shall pay the Secured Sum to the Lender on the Retention Release Date.

Covenants

9.4 The Borrower shall not do or permit to be done any act or thing which might depreciate jeopardise or otherwise prejudice the security held by the Lender.

Power of Sale and Appointment of Receiver

9.5.1 Section 103 of the Law of Property Act 1925 shall not apply to this deed

9.5.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

Representations and Warranties

9.6.1 The Borrower is the legal and beneficial owner of the Property.

9.6.2 The Property is free of any legal charge other than the Charge created by this deed.

Notices

9.7 Any notice given under this deed shall be in writing and may be served: personally by registered or recorded delivery mail; by telex or facsimile transmission (the latter confirmed by telex or post); or by any other means which any person specified by notice to the other

9.7.1 Each Party's address for the service of the notice shall be its or their above mentioned address or such other address as they may specify by notice to the other

9.7.2 A notice shall be deemed to have been served:-
If it was served in person at the time of service;
It was served by post 48 hours after it was posted

Borrower's Defaults

9.8 If the Borrower fails to perform or observe any of their obligations under this deed the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as Mortgagee in possession and for that purpose to enter the Property.


Exclusion of Contracts (Rights of Third Parties) Act 1999

9.9 For the avoidance of doubt nothing in this deed shall confer on any third party benefit or right to enforce any term of this deed.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

Signed as a Deed by
T. J. MORRIS LIMITED
Acting by its Attorney

 JAMES CLARKE

In the presence of:

Witness Signature:



Witness Name: KERRY LEEEGAN

Witness Address:

T.J. Morris Limited
Axis Business Park
Portal Way
Liverpool L11 0JA

Signed as a Deed by
TERENCE CARPENTER
SCREECH

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by
MICHAEL JACKMAN
SCREECH

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by

HELEN DAVIES

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Signed as a Deed by

SARAH WITHERIDGE

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 68 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

