

MR01

Particulars of a charge



Companies House



WED FRIDAY

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

A47YSODF*
22/05/2015 #13
COMPANIES HOUSE
A47BV6JK*
13/05/2015 #77
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 03698794

Company name in full THE SEELY AND LANGWORTHY TRUST

For official use
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 08 05 2015 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name SALFORD CITY COUNCIL ✓

Name

Name

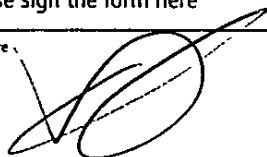
Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument Brief description ✓ 44 LANGTON ST SALFORD M6 5PU	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^① You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	DANIEL HARRISON
Company name	JMW SOLICITORS
Address	1 BYRON PLACE SPINNINGFIELDS
Post town	MANCHESTER
County/Region	
Postcode	M3 3HG
Country	
DX	
Telephone	



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R. Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3698794

Charge code: 0369 8794 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2015 and created by THE SEEDLEY AND LANGWORTHY TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd May 2015

Given at Companies House, Cardiff on 1st June 2015



Companies House



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

LEGAL CHARGE BETWEEN
THE SEEDLEY AND LANGWORTHY TRUST
AND
Salford City Council

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL
Dated 12/5/15
JMW Solicitors LLP
1 Byrom Place, Manchester M3 3HG

This Charge is to be used where the Borrower(s) whose debts are to be secured is exactly the same as the legal owners(s) of the Property

This legal charge is made the day of 8th May 2015

BETWEEN

(1) The Mortgagor as described in schedule 1

(2) The Lender Salford City Council of Town Hall Chorley Road Salford M27 5AW (the "Lender" which term includes its permitted successors and assigns),

IT IS AGREED IN THIS DEED as follows

- 1 IN this Charge the following words have the meanings set out below
"Conditions" means the Lender's Charge Conditions (2006 Edition) set out in Schedule 3,
"Secured Liabilities" means the all money and liabilities for the time being due or owing, or incurred to the Lender by the Mortgagor, whether actual or contingent, solely or jointly with any other person, as a principal or surety, including sums becoming due under this Charge and interest, discount commission or other lawful charges and expenses the Lender may in the course of the matters specified above and so that interest shall be computed and compounded after as well as before any demand made or judgment obtained,
"Property" means the property described in Schedule 2
- 2 THE Borrower covenants with the Lender that as and when the Secured Liabilities or any part of them are due for payment the Mortgagor shall pay to the Lender the Secured Liabilities or as the case may be any part of them due to be paid or upon demand by the Lender
- 3 THE Borrower with full title guarantee charges as security for the Debt
- 3.1 in all events
 - 3.1.1 by way of legal mortgage the Property, and
 - 3.1.2 by way of fixed charge all buildings and other structures on, and items fixed to, the Property
- 4 ALL of the provisions of the Conditions shall be deemed to apply to this Charge as though they were set out here in full
- 5 IF the title to the Property is registered at H M Land Registry, the Borrower applies to the Chief Land Registrar to enter upon the register of title to the Property a restriction that 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 this Charge
- 6 THE Borrower agrees that he has received a copy of the Conditions
- 7 THIS Charge shall take effect as a Deed
- 8 THIS Charge shall be governed by and construed in accordance with English Law

IN WITNESS this Charge has been executed as a Deed and delivered on the date at the top of this Charge

SCHEDULE 1

The Borrowers

"The Borrower" means

The Seedley and Langworthy Trust (Co Regn No 03698794) whose registered office is at 36 Entwistle Street, Wardley, Salford, Greater Manchester M27 9SB (the "Borrower" which term includes its permitted successors and assigns)

SCHEDULE 2

The Mortgaged Property

REGISTERED LAND

Administrative Area	Title Number	Property
Salford	GM890017	44 Langton Street Salford M6 5PU

SCHEDULE 3 CHARGE CONDITIONS (2006 Edition)

Residential Property

IMPORTANT NOTICE We recommend that you consult a solicitor or other independent legal adviser on the terms of this document before signing a Legal Charge in favour of Salford City Council

YOUR HOME MAY BE REPOSSESSED IF YOU FAIL TO KEEP UP REPAYMENTS

1 0 Definitions and interpretation

In the interpretation of these Conditions

1 1 "Act" means the Law of Property Act 1925

1 2 "Charge" means the mortgage or charge granted by you in our favour

1 3 "Property" means the freehold or leasehold land charged by the Charge as security for repayment of the Secured Liabilities

1 4 "Receiver" means any person who is appointed by us to be the receiver and manager of all or any part of the Property and shall include a receiver, administrative receiver and manager

1 5 "Restricted Liability Person" means a person who has no liability to us except under and pursuant to the Charge

1 6 "Secured Liabilities" means all money, liabilities and obligations due by you (or any one or more person included in the definition of you) to us at any time whether

(a) they arise before or after we have demanded that they are repaid or carried out, or

(b) they are owed or to be carried out immediately or only after a stated event has occurred, or

(c) you owe or are to carry them out on your own or jointly with any other person or as guarantor for any other person

1 7 "we", "our" and "us" means Salford City Council and includes our successors and assignees

1 8 "you" and "your" means the person defined as "Mortgagor" on the front page of the Charge and includes your successors and personal representatives If there is more than one person named as you your obligations are joint and several

1 9 If "you" includes a Restricted Liability Person, the liability to us of such Restricted Liability Person, but not any other person included in "you", under and pursuant to the Charge shall be restricted to the proceeds of realisation of the Property

1 10 Words of the masculine gender include the feminine and neuter genders Words in the singular include the plural and vice versa Any reference to a person includes any person, firm, body corporate or unincorporated body of persons References to an Act of Parliament or subordinate legislation will be to that Act or subordinate legislation as it may be modified or re enacted from time to time

1 11 The Charge and these Conditions be read as one document In the case of conflict between these Conditions and the Charge, these Conditions will prevail

2 0 Repair and management of the Property

You must

- 2 1 repair, and keep in good repair and, if necessary, rebuild and reinstate all buildings and other erections and fixtures on the Property,
- 2 2 permit us, or any person authorised by us, to enter upon the Property at all reasonable hours during the daytime on reasonable notice, to examine the condition of the Property, and
- 2 3 manage the Property in accordance with the principles of good estate management

3 0 Not to reduce value

You must

- 3 1 not at any time reduce or prejudice the value or marketability of the Property by any means including, without limitation, by entering into any agreement or arrangement with any third party in respect of the Property without our prior written consent,
- 3 2 not, without our prior written consent, make any structural alteration to any buildings on the Property, and
- 3 3 complete in a proper manner and without delay any new or unfinished buildings on the Property to the satisfaction of any relevant authorities

4 0 Title conditions and compliance with legal requirements

You must

- 4 1 comply with every obligation relating to the Property, whether imposed under the title deeds or otherwise, including the payment of rent and other sums payable under any lease or sublease under which the Property is held,
- 4 2 not do or omit to do on the Property anything which might lead to you incurring any liabilities or committing any offence under the Environmental Protection Act 1990 or the Environment Act 1995,
- 4 3 comply with every requirement imposed in relation to the Property by virtue of any legislation, regulations or bye-laws for the time being in force, and
- 4 4 promptly provide us with copies of any notices received in respect of the Property from the insurers or any statutory or local authority

5 0 Insurance

- 5 1 You must at all times insure the Property with an insurance company acceptable to us in its full reinstatement value including (i) architects' , surveyors' and other professionals' fees (ii) expenses of demolition and site clearance (iii) where the Property is let, an amount equal to the loss of rent under the lease for three years or such longer period as we may require and (iv) Value Added Tax (if any) which may become due on such amounts)
- 5 2 The risks against which the Property must be insured are the risks of loss and damage by fire, lightning, explosion, storm, flood, landslip, subsidence, terrorism and any other risks which we may from time to time require

- 5 3 You must comply with the provisions of the property insurance and must not do or allow to be done, nor fail to do anything on the Property which might adversely affect the property insurance
- 5 4 Our interest as chargee must be noted on the insurance policy
- 5 5 You must inform us as soon as possible of any event which may give rise to a claim under the property insurance
- 5 6 You will pay on demand to us or to the insurers (as directed by us) all premiums and other sums payable in respect of the property insurance and, if requested by us, where such payment is made to the insurers, produce to us on demand the policy and the receipt for every such premium or other sum
- 5 7 All monies payable under any insurance policy in respect of the Property must be paid to us (save insofar as a prior Chargee has rights to such monies) and, at our option, will be used either
- (a) to repair and reinstate the Property, or
- (b) in repaying the Secured Liabilities, and in the meantime will be paid into such of your accounts with us as we may require
- 6 0 Sale or charge of the Property
- You must not, without our prior written consent
- 6 1 grant any conveyance, transfer or assignment of the Property or any part of it,
- 6 2 create or permit to exist any security in favour of any person other than us by way of a fixed or floating charge or lien over the Property or any part of it
- 7 0 Lease of Property
- You must
- 7 1 not let, nor agree to let the Property, or any part of it, without our prior written consent, whether under the powers given by Sections 99 and 100 of the Act or otherwise,
- 7 2 enforce due observance and performance of all tenant's obligations under any occupational lease or licence and will not waive, vary nor agree to waive or vary any of the terms of nor grant any consent, licence or approval under any occupational lease or licence nor exercise any power to terminate or extend the same without our prior written consent,
- 7 3 take all necessary steps to ensure that each rent review imposed by any occupational lease or licence is resolved as quickly as possible for the best rent reasonably obtainable,
- 7 4 promptly on request by us, provide us with a validly executed assignment in respect of the rent and other income payable under any occupational lease or licence
- 8 0 Default and enforcement
- 8 1 You will be held to be in default of your obligations to us under these Conditions if any of the following events occur
- 8 1 1 any failure to make payment or performance in full of all or any of the Secured Liabilities following a written demand therefor from us,

- 8 1 2 on the occurrence of any event of default under any agreement or document entitling us to demand repayment of all or any of the Secured Liabilities,
 - 8 1 3 if you fail to comply with any provision of the Charge or these Conditions, or
 - 8 1 4 you are or are adjudicated to be found to be bankrupt or insolvent or you suspend your debts (or are deemed to be) or admit inability to pay your debts as they fall due or you propose to or enter into any other composition or arrangement generally or proceedings are brought or commenced in relation to the reconstruction or adjustment of your debts
- 8 2 At any time after we have demanded repayment of the Secured Liabilities, we may
 - 8 2 1 appoint a Receiver over all or any part of the Property,
 - 8 2 2 exercise all of the powers conferred upon us as mortgagee by the Act as extended or varied by these Conditions,
 - 8 2 3 take possession of the Property (and in so doing we will be deemed to be your agent) and remove, store, sell or otherwise deal with any moveable items on the Property and we will not be liable for any loss or damage to you
- 8 3 Section 103 of the Act will not apply to the Charge, and the Charge will become immediately capable of being enforced and the power of sale and other powers conferred on mortgagees by the Act (as extended or raised by these Conditions) will become exercisable at any time after the date of the Charge provided that we will not exercise such powers until we have demanded repayment of the Secured Liabilities
- 8 4 The restriction on the right of consolidating mortgages which is contained in Section 93 of the Act will not apply to the Charge
- 9 0 Receiver
- 9 1 The following provisions will apply to any Receiver
 - 9 1 1 where more than one Receiver is appointed, they will have the power to act severally as well as jointly in relation to all or any part of the Property unless we specify otherwise when appointing them,
 - 9 1 2 if we appoint a Receiver over part only of the Property, we will still be entitled to appoint the same or another Receiver over any other part of the Property,
 - 9 1 3 we may from time to time determine how and how much the Receiver is to be paid,
 - 9 1 4 we may from time to time remove the Receiver from all or part of the Property and, if we wish, appoint another in his place,
 - 9 1 5 the Receiver will, so far as the law permits, be your agent, and you alone will be personally liable for the Receiver's acts, defaults and costs
- 9 2 The Receiver will have all the powers given to receivers by the Act in the same way as if the Receiver had been duly appointed under the Act, and in addition to, but without limiting such general powers, and without prejudice to our powers, the Receiver will have power in your name or otherwise to do the following things
 - 9 2 1 to take possession of, collect and get in all or any part of the Property and all rents and other income of the Property,
 - 9 2 2 to commence and/or complete any building works on any part of the Property,
 - 9 2 3 to apply for and obtain any permissions, approvals, consents or licences,

- 9 2 4 to provide such services for tenants and generally to manage the Property in such manner as he thinks fit,
- 9 2 5 to sell, let or grant licences of, and to vary the terms of or terminate or accept surrenders of leases or tenancies of all or any part of the Property upon such terms and conditions as the Receiver thinks fit,
- 9 2 6 to carry out all repairs, renewals and improvements to the Property as he thinks fit,
- 9 2 7 to bring or defend any proceedings in your name in relation to the Property as the Receiver thinks fit,
- 9 2 8 to exercise on your behalf all or any of the powers given to landlords or tenants (as the case may be) by the Landlord and Tenant Acts 1927 to 1995 in respect of the Property but without incurring any liability in respect of the powers so exercised
- 9 3 We may exercise all of the powers of the Receiver under these Conditions at any time after we have demanded repayment of the Secured Liabilities, whether as your attorney or otherwise, and whether or not a Receiver has been appointed
- 10 0 Application of proceeds of the Property
- 10 1 All money arising from the enforcement of the Charge will be applied in the following order
 - (a) first in discharging all claims ranking in priority to the Charge,
 - (b) secondly in paying the fees and expenses of the Receiver,
 - (c) thirdly in repaying all or part of the Secured Liabilities in such order as we may in our absolute discretion and from time to time determine,
 - (d) fourthly to you or any other person entitled thereto
- 10 2 We may at any time prior to the repayment of the Secured Liabilities place any monies received by us under the Charge to the credit of a suspense account for so long and in such manner as we may decide before using such monies in accordance with Condition 10 1
- 10 3 We will not be liable to you, whether as mortgagee in possession or otherwise, in respect of any monies which we have not actually received
- 10 4 Where more than one account with us is secured by the Charge then we will be entitled to apply any monies received from enforcement of the Charge among such accounts in such proportions, and to such extent, as we think fit and you agree that our appropriation will override any appropriation by any other party
- 11 0 Payment of expenses
- 11 1 You will pay all costs, charges and expenses incurred or to be incurred in the creation, registration, perfection, enforcement and release of the Charge, which costs, charges and expenses will form part of the Secured Liabilities
- 12 Indemnity
- 12 1 You will indemnify and keep us indemnified on demand against all actions, claims, losses and expenses which we may incur, whether by us or by any manager or agent for whose acts or defaults we may be liable, in connection with the Property

13 Further assurance

- You will take whatever steps and execute whatever documents we may require for
- 13 1 the purpose of perfecting and giving effect to the Charge, and
 - 13 2 the purpose of facilitating the realisation of any part of the Property
- 14 0 Power of attorney
- 14 1 You, by way of security, irrevocably appoint us and any Receiver and each one severally to be your attorney (with full power to delegate) for you and in your name and as our act and deed
- 14 1 1 to execute as a deed and perfect all deeds, instruments, notices, and documents which you ought to execute under the obligations and provisions contained in these Conditions,
 - 14 1 2 to do anything which you may or ought, or have agreed to do under these Conditions,
 - 14 1 3 exercise all or any of the powers, authorities and discretions conferred by these Conditions upon us or any Receiver,
 - 14 1 4 to do anything which we or any Receiver think fit for carrying out any sale, lease, charge or dealing by us with all or any part of the Property, and
 - 14 1 5 to take any action necessary to renew any licence or certificate necessary to carry out any operation or business on the Property in your name or otherwise
- 14 2 You agree with us to ratify and confirm anything done by us or the Receiver as your attorney when exercising or purportedly exercising the powers conferred above

15 0 We may assign Secured Liabilities and Charge

We are entitled at any time to assign, charge or otherwise dispose of, in whole or in part, the Secured Liabilities and the Charge, or either or any part of them, to any person

16 0 Our certificate conclusive

Any certificate signed by a manager or another of our officers will specify the extent of the Secured Liabilities and, save for manifest error, will be conclusive and binding

17 0 Waivers and consents

- 17 1 No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under the Charge or these Conditions will operate as a waiver of any of them, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of any of them or the exercise of any other right or remedy
- 17 2 Any waiver and any consent by us under the Charge or these Conditions must be in writing and may be given subject to any conditions thought fit by us

18 Notices

- 18 1 Any demand or notice under these Conditions or the Charge may be made or given by any officer of us by letter addressed to you and either personally, sent by first class post or fax transmission to or left at the registered office of you or your existing or last known place of business (or if more than one, any one of such places)
- 18 2 If a demand or notice is sent by post it will be deemed to have been made or given at noon on the day following the day the letter was posted and if by fax will be deemed to have been given when sent provided a transmission report is received
- 18 3 A demand or notice served by post may be addressed to the Morgagor at his address last known to the Lender, or at the Mortgaged Property and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Morgagor

19 General

- 19 1 No delay or omission on our part in exercising any right or remedy under this Charge shall impair that right or remedy or operate or be taken to be a waiver of it, nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other remedy
- 19 2 Our rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as we shall deem expedient
- 19 3 If at any time, any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law, neither the legality validity or enforceability of the remaining provisions of this Charge shall be in any way affected or impaired as a result

20 Governing law

These Conditions are governed by and construed according to English law

WARNING

THIS DOCUMENT IMPOSES LEGAL OBLIGATIONS AND YOU SHOULD TAKE INDEPENDENT LEGAL
ADVICE BEFORE SIGNING IT

SIGNED as a Deed by -

In the presence of

Witness' name

Signature _____

Address

Witness' Occupation

Witness Signature

SIGNED as a Deed by -

In the presence of

Witness' name

Signature _____

Address

Witness' Occupation

Witness Signature

RESTRICTED LIABILITY PERSON*

SIGNED as a Deed by -

In the presence of

Witness' name

Signature

Address

Witness' Occupation

Witness Signature

SIGNED as a Deed by -

In the presence of

Witness' name

Signature

Geraldine Stone
GERALDINE STONE

DANIEL HARRISON

Address

1 BYRON PLACE MANCHESTER

Witness' Occupation Signature

LICENSED CONVEYANCER

Witness Signature

[Signature]

*"Restricted Liability Person" is a person who at the time of this Charge is over 18 and who is resident at or who has residential rights to the Mortgaged Property

SIGNED on behalf of the Lender by

Name _____

Designation _____

Address of the lender for registration and service
Salford City Council, Town Hall, Chorley Road, Salford, M27 5AW

**RECEIPT UNDER SECTION 115 OF THE LAW
OF PROPERTY ACT 1925**

The Lender acknowledges that it has received the balance of the moneys (including interest and costs) secured by the attached Deed from

Signature _____

Name _____

Designation _____

Note Receipt not to be used on registered charges