



Registration of a Charge

Company name: **CHERRY PROPERTY INVESTMENT LIMITED**

Company number: **04392826**



X4HTYHOQ

Received for Electronic Filing: **12/10/2015**

Details of Charge

Date of creation: **09/10/2015**

Charge code: **0439 2826 0053**

Persons entitled: **YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH & PETERBOROUGH BUILDING SOCIETY)**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 326 ST ANNES ROAD, BLACKPOOL, LANCASHIRE, FY4 2QP AS COMPRIMISED IN A CONVEYANCE DATED 5TH MAY 1969 AND MADE BETWEEN ALICE HALLIWELL (1) HALIFAX BUILDING SOCIETY (2) MARGARET HALLIWELL (3)**

Contains fixed charge(s).

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: **LESTER ALDRIDGE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4392826

Charge code: 0439 2826 0053

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th October 2015 and created by CHERRY PROPERTY INVESTMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th October 2015 .

Given at Companies House, Cardiff on 13th October 2015

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



NORWICH & PETERBOROUGH BUILDING SOCIETY

MORTGAGE DEED (NON CHARITIES)

THE SOCIETY

YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH &
PETERBOROUGH BUILDING SOCIETY)

PRINCIPAL OFFICE

Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ

THE DATE

The

9

day of

October 2015

THE PROPERTY

The freehold property known as 326 St Annes Road, Blackpool,
Lancashire, FY4 2OP as comprised in a conveyance dated
5th May 1965 and made between Alice Halliwell
(1) Halifax Building Society (2) Margaret
Halliwell (3)

Title Number

UNREGISTERED

THE BORROWER

Cherry Property Investment Limited (Registered Number 04392826) whose registered address is at
3 Fishers Lane, Marton Moss, Blackpool, Lancashire FY4 5DN

Form of charge filed at the Land Registry under reference MD 1252W

1. **THIS DEED** incorporates the Norwich & Peterborough Commercial Mortgage Conditions 2014 ("NPCMC") and if and so long as the Borrower is a member of the Society the Rules for the time being of the Society.
2. **THE** Borrower executes this Deed to secure a loan from the Society and agrees to be bound by the terms upon which the loan was offered.
3. **AS** security for the payment or discharge on demand of all monies and liabilities now or after the date of this Deed due, owing or incurred by the Borrower to the Society whatsoever (in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Society), the Borrower with full title guarantee:
 - 3.1 **charges** to the Society by way of first legal mortgage the Property together with all buildings erections fixtures fittings and fixed plant and machinery and materials for the time being on the Property or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it.
 - 3.2 **assigns** to the Society the goodwill of the business carried on upon the Property (the "Business")
 - 3.3 **assigns** to the Society the full benefit of all licences held in connection with the Business and also full right to recover and receive all compensation which may at any time become payable to the Borrower by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect of non-renewal of the same.
 - 3.4 **assigns** (so far as they are able) to the Society all the Borrower's right title interest and benefit present and future in to and under
 - a) any covenants agreements rights securities obligations and indemnities in any way relating to the Property
 - b) any share or membership rights in any management company relating to the Property
 - c) the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise
 - d) the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission relating to the Property or any control or limitation imposed upon or affecting the user of the same and if the Borrower receives any such amount the Borrower shall hold it in trust for the Society.
4. **THE** mortgage created by this Deed secures further advances but does not oblige the Society to make any further advances.
5. **THE** Borrower covenants with the Society to observe and perform the obligations and covenants of the Borrower as set out in the NPCMC and if and so long as the Borrower is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the NPCMC or this Mortgage.
6. **THE** Borrower irrevocably and by way of security appoints the Society and any person nominated for the purpose by the Society in writing under hand by an officer of the Society (including every receiver appointed by the Society) as attorney for the Borrower in their name and on its behalf to execute seal and deliver (using the company seal of the Borrower where appropriate) and otherwise effect and do any deed assurance agreement instrument or act which the Borrower ought to execute under the covenants and provisions of this Deed or which may be required or deemed proper in the exercise of any rights or powers of the Society under this Deed or otherwise for any of the purposes of this security.

7.1 THE Borrower shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Society may reasonably specify (and in such form as the Society may reasonably require) in favour of the Society or its nominee(s):

- (a) to create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Society provided by or pursuant to this Deed or by law; and/or
- (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.

7.2 The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Society by or pursuant to this Deed.

7.3 Any document required to be executed by the Borrower under this clause 7 will be prepared at the cost of the Borrower.

8. THE Borrower and the Society apply to the Land Registry for a restriction to be entered on the register of title to the Property as follows:

"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 { } in favour of Yorkshire Building Society referred to in the Charges Register."

9. THIS Deed is governed by English law. The Borrower irrevocably agrees to accept the non-exclusive jurisdiction of the English Courts.

SIGNED as a Deed by the Borrower in the presence of the witness

SIGNED as a Deed by the said _____)
_____)

In the presence of:

.....
.....

Witness:
(SIGNATURE)

.....
Witness:
(PRINT NAME)

Address:
(BLOCK CAPITALS)
.....
.....
.....
.....
.....

SIGNED as a Deed by the said _____)
_____)

In the presence of:

.....
.....

Witness:
(SIGNATURE)

.....
Witness:
(PRINT NAME)

Address:
(BLOCK CAPITALS)
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.....
.....
.....
.....

Executed as a Deed by affixing

THE SEAL of _____)

In the presence of:

Director: _____

Director/Secretary: _____

EXECUTED as a Deed by Cherry Property Investment Limited

Acting by:

DAVID ANDREW CUSACK

a Director in the presence of:

Witness:

(SIGNATURE)

J. Atk

Witness:

(PRINT NAME)

JANINE CATO

Address:

(BLOCK CAPITALS)

22 EDWARD STREET
BLACKPOOL

F11 1BA

Witness occupation:

LEGAL CLERK

EXECUTED as a Deed by Cherry Property Investment Limited

Acting by:

TRACY JANE BROWN

a Director in the presence of:

Witness:

(SIGNATURE)

J. Atk

Witness:

(PRINT NAME)

JANINE CATO

Address:

(BLOCK CAPITALS)

22 EDWARD STREET
BLACKPOOL

F11 1BA

Witness occupation:

LEGAL CLERK