



Registration of a Charge

Company name: **A & S Agnew Co Limited**

Company number: **05340208**

Received for Electronic Filing: **06/09/2016**



Details of Charge

Date of creation: **05/09/2016**

Charge code: **0534 0208 0004**

Persons entitled: **STRACATHRO & CARESTON ESTATES LIMITED**

Brief description: **92 GAYWOOD ROAD KING'S LNN NORFOLK PE30 2PT**

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: **JOHN BAILEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5340208

Charge code: 0534 0208 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2016 and created by A & S Agnew Co Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2016 .

Given at Companies House, Cardiff on 7th September 2016

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

We hereby certify that
this is a true copy of the
original document.

Ward Gettin Archer
Market Place
Ely, Cambs
Dated 6 day of *September*
2016

HM LAND REGISTRY

LAND REGISTRATIONS ACT 2002

Country and District : Norfolk – King's Lynn and West Norfolk
Title Number : NK322037
Property : 92 Gaywood Road, King's Lynn, Norfolk PE30
2PT

This LEGAL CHARGE is made the *5th* day of *September* 2016 between
A & S AGNEW CO LIMITED of Pavillion, Tower End, Middleton Towers, Middleton,
King's Lynn, Norfolk PE32 1EE ("the Mortgagor") (1) and **STRACATHRO AND**
CARESTON ESTATES LIMITED of Brae of Pert, Laurencekirk, Kincardineshire, AB30
1QR ("the Mortgagee") (2)

1. The Mortgagor covenants with the Mortgagee to pay to the Mortgagee six months from the date hereof ("the Repayment Date") the sum of £64,000.00 ("the Principal Sum").
2. Until the Principal Sum is repaid in full the Mortgagor covenants with the Mortgagee to pay on such part of the Principal Sum as may remain outstanding from time to time interest at the rate of 5.25 percent per annum or such sum as may be agreed between the Parties from time to time such payments to be made on the first day of each month.
3. The Mortgagor CHARGES by way of legal mortgage with full title guarantee the land comprised in the above title ("the Mortgaged Property") with payment to the Mortgagee of the Principal Sum and interest hereby covenanted to be paid by the Mortgagor.
4. THE Mortgagor further COVENANTS with the Mortgagee that the Mortgagor:
 - 4.1.1 will at all times keep the Mortgaged Property insured to its full reinstatement value.


- 4.1.2 will at all times keep the Mortgaged Property in good repair and condition.
- 4.1.3 will not charge the Mortgaged Property in favour of any company or lender.
- 4.1.4 will not during the continuance of this security register or cause to be registered under the Land Registration Act 2002 or any amendment thereto for the time being in force any persons or persons as proprietor of the Mortgage Property.
- 4.1.5 will not without the written consent of the Mortgagee (which is not to be unreasonably withheld) grant or agree to grant any lease of the Mortgage Property or any part thereof save that the Mortgagor may let the Mortgaged Property under an Assured Shorthold Tenancy.
5. IT IS AGREED AND DECLARED as follows:
 - 5.1 The statutory power of sale shall be applicable hereto shall become exercisable immediately by the Mortgagee without notice to the Mortgagor in the following circumstances:
 - 5.1.1 If either of the Mortgagor becomes bankrupt or has a Receiving Order made against him or enters into any arrangement or composition with his creditors;
 - 5.1.2 if a Receiver or Administrator of the Mortgaged Property or any part thereof is appointed.

[Handwritten signature]

Director

EXECUTED as a deed by
STRACATHRO & CARESTON
ESTATES LIMITED
acting by:

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}
}
}


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Director


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Secretary