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**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is**  
You cannot use this  
particulars of a ch  
company To do th  
form MG01s.

TUESDAY



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12/07/2011

COMPANIES HOUSE

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**1 Company details**

Company number 0 6 2 9 1 9 9 6

Company name in full J Salisbury Properties Limited

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation 0 4 0 7 2 0 1 1

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Amendment Deed made between the Borrower and Mortgage Express (company number 2405490)

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured All money owed by the Borrower to the Lender from time to time and  
whether incurred by the Borrower individually or jointly with any other  
person (including, but not limited to, the Portfolio Debt and any unpaid  
interest, costs or fees) (Total Debt)

**Continuation page**  
Please use a continuation page if  
you need to enter more details.

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<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Mortgage Express	
Address	Croft Road, Crossflatts, Bingley, West Yorkshire	
Postcode	B D 1 6 2 U A	
Name		
Address		
Postcode		

**Continuation page**  
Please use a continuation page if you need to enter more details

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>The Borrower charged to the Lender by way of fixed charges, all fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to each Property, and</p> <p>The Borrower charged to the Lender by way of a floating charge all other moveable plant, machinery, furniture, equipment, goods and other effects which are from time to time on each Property</p> <p>Note Unless the Lender gives its permission, the Borrower must not create or allow the creation of any other charge or security over any Property or any Charged Assets</p> <p>In this form the following terms have the following meanings</p> <p>2010 Booklet means Mortgage Express' booklet of conditions 2010 in relation to buy-to-let portfolios</p> <p>Agreement, in relation to a Property, means the agreement between the Borrower and the Lender whose terms are set out in</p> <ul style="list-style-type: none"> <li>• the relevant Mortgage Offer, including the Offer Conditions, in relation to that Property,</li> <li>• the General Conditions,</li> <li>• the Loan Conditions,</li> <li>• the relevant Mortgage Deed in relation to that Property, and</li> <li>• the Mortgage Conditions</li> </ul>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Charged Assets means each of the Borrower's Properties, assets and rights charged by the Mortgage Deeds</p> <p>Completion means, in relation to a Property, either</p> <ul style="list-style-type: none"> <li>• when the relevant Loan, or any part of it, is used by a Solicitor on the Borrower's behalf to buy that Property, raise money on that Property or to repay another loan, or</li> <li>• when the relevant Loan, or any part of it, is sent to the Borrower</li> </ul> <p>This is usually called settlement or date of entry in Scotland</p> <p>Conditions means the Loan Conditions, Mortgage Conditions, General Conditions, and Offer Conditions, as appropriate</p> <p>Costs, in relation to a Property, means all the Lender's costs and expenses arising in connection with the relevant Agreement. The Lender's costs include (but are not limited to) all costs and expenses the Lender has to pay</p> <ul style="list-style-type: none"> <li>• in any legal proceedings concerning the relevant Agreement (whether or not the Borrower is involved in the proceedings),</li> <li>• to protect the Lender's rights under the relevant Agreement,</li> <li>• to recover the Debt in relation to the relevant Agreement,</li> <li>• to insure that Property,</li> <li>• to make sure the Borrower is keeping to the Conditions in relation to the relevant Agreement, or</li> <li>• to put right any failure on the Borrower's part to keep to the Conditions in relation to the relevant Agreement</li> </ul> <p>Debt means the total amount which the Borrower owes the Lender from time to time under the relevant Agreement (including any unpaid interest, Costs or Fees)</p> <p>Event of Default means any event or circumstance described in Loan Condition 5</p> <p>Fee, in relation to a Property, means an administrative fee which the Lender charges to cover the cost of any work done</p> <ul style="list-style-type: none"> <li>• as a result of the Borrower failing to keep to the relevant Agreement, or</li> <li>• to respond to any request the Borrower makes</li> </ul> <p>Any Fee the Lender charges will be set out in the Lender's Tariff and may include an allowance for the time, facilities, accommodation and services used in doing the work in question</p> <p>Finance Documents means each Agreement in relation to each Property and any other agreement (including any mortgage offer and mortgage deed) between the Borrower and the Lender in relation to the Borrower's properties in the Portfolio</p> <p>Further Loan means any Loan the Lender makes after any first Loan</p> <p>General Conditions means the Lender's general conditions 2010 in section B of the 2010 Booklet</p> <p>Lender means Mortgage Express and anyone who takes over the Lender's rights and/or responsibilities under the Agreement</p>	

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### Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>Loan means, in relation to a Property, the loan or Further Loan shown in the relevant Mortgage Offer or any drawdown of additional funds contemplated at the time of the initial loan and released to the Borrower within 12 months of that initial loan</p> <p>Loan Conditions means the Lender's loan conditions 2010 in section C of the 2010 Booklet</p> <p>Mortgage Conditions means the Lender's mortgage conditions 2010 in section D of the 2010 Booklet</p> <p>Mortgage Deeds means each deed (or in Scotland 'Standard Security') the Borrower signed to give the Lender a mortgage (which in Northern Ireland includes a charge) over each Property (each individually a Mortgage Deed) The mortgage deeds make each Property part of the Lender's Security This means that the Lender may be able to repossess each Property and sell each Property if any Event of Default has occurred Mortgage deeds include any deed which supplements, amends or varies any mortgage deed</p> <p>Mortgage Offer means, in relation to a Property, either</p> <ul style="list-style-type: none"> <li>• the legal document (called 'your mortgage offer') offering the Borrower the relevant Loan or a variation to the terms of the relevant Loan, or</li> <li>• the legal document (called 'offer of further loan') offering the Borrower a Further Loan, or</li> <li>• any Regulated Agreement between the Lender and the Borrower</li> </ul> <p>In each case, the offer includes any changes the Lender makes to the relevant offer before the relevant Completion, and any changes which the Lender agrees with the Borrower afterwards Together, the mortgages offers in relation to each of the Properties are referred to as Mortgage Offers</p> <p>Offer Conditions means, in relation to a Property, the offer conditions set out in the relevant Mortgage Offer (including, but not limited to any special conditions)</p> <p>Portfolio means the portfolio of buy-to-let properties (including the Properties) owned by the Borrower in respect of which the Lender has provided a loan or loans to the Borrower</p> <p>Portfolio Debt means the total amount which the Borrower owes the Lender from time to time under the Finance Documents (including the Debt in respect of each Property and any unpaid interest, costs or fees)</p>

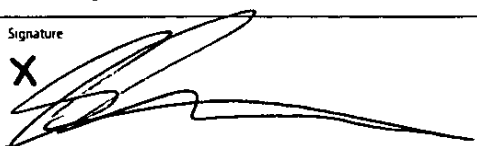
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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>Properties means each of the following properties (each a Property)</p> <ul style="list-style-type: none"> <li>• Flat 3 Josiah Evans Court The Willows Crow Lane East Newton-Le-Willows WA12 9TS</li> <li>• Flat 11 Josiah Evans Court The Willows Crow Lane East Newton-Le-Willows WA12 9TS</li> <li>• Apartment 10 Josiah Evans Court The Willows Crow Lane East Newton-Le-Willows WA12 9TS</li> <li>• Apartment 12 Josiah Evans Court The Willows Crow Lane East Newton-Le-Willows WA12 9TS</li> <li>• Flat 13 Josiah Evans Court The Willows Crow Lane East Newton-Le-Willows WA12 9TS</li> </ul> <p>including</p> <ul style="list-style-type: none"> <li>• any part of each property,</li> <li>• anything which is added or attached to each property so it becomes part of the relevant property, and</li> <li>• any interest in each property or other land which the Lender may later gain rights over under the Mortgage Deeds</li> </ul> <p>Regulated Agreement means an agreement regulated, or partly regulated, by the Consumer Credit Act 1974 which expressly states that it is secured by the relevant Mortgage Deed</p> <p>Security means the Properties and rights which the Lender can sell to get back the Total Debt if the Borrower does not keep to the Conditions, or if any other Event of Default has occurred</p> <p>The Lender's Security includes</p> <ul style="list-style-type: none"> <li>• the Properties,</li> <li>• any Charged Assets,</li> <li>• the rights set out in Mortgage Condition 2, and</li> <li>• any other property (such as an investment plan or insurance policy) which the Borrower transfers to the Lender, or assigns to the Lender, or deposits with the Lender, in connection with any Loan</li> </ul> <p>Solicitor means a solicitor, licensed conveyancer or qualified conveyancer</p> <p>Tariff means the Lender's tariff of charges from time to time, which states the current amount of the standard charges the Lender may make under General Condition 12</p>	

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<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission allowance or discount</p>	<p>Nil</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here</p> <p>Signature</p> <p></p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record

Contact name

Company name

Mortgage Express

Address

Croft Road,

Crossflatts,

Post town

Bingley

County/Region

West Yorkshire

Postcode

B D 1 6 2 U A

Country

United Kingdom

DX

723060 Bingley 4

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 the original deed with this form.
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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

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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



DX

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 6291996  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN AMENDMENT DEED DATED 4  
JULY 2011 AND CREATED BY J SALISBURY PROPERTIES  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO MORTGAGE EXPRESS ON ANY  
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO  
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 12  
JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES