Companies House

MR01(ef)

Registration of a Charge

Company name: **CHEADLE ESTATES LTD**

Company number: **06380529**

Received for Electronic Filing: **20/11/2020**

X9I6MELC

Details of Charge

Date of creation: **12/11/2020**

Charge code: **0638 0529 0005**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS FLATS 1,2,3 & 4, 19 HORNBY STREET, HEYWOOD, LANCASHIRE, OL10 1AA AND AS MORE PARTICULARLY DESCRIBED AT THE LAND REGISTRY: 19 HORNBY STREET, HEYWOOD (OL10 1AA), TITLE NUMBER: GM550907**

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: 6380529

Charge code: 0638 0529 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th November 2020 and created by CHEADLE ESTATES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th November 2020 .

Given at Companies House, Cardiff on 23rd November 2020

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

Charge given by a corporate (England and Wales) - Full recourse

Borrower:	Cheadle Estates Ltd - 06380529 - Room 9 Enterprise House, 3 Middleton Road, Manchester, M8 5BT
Mortgagor:	Cheadle Estates Ltd - 06380529 - Room 9 Enterprise House, 3 Middleton Road, Manchester, M8 5BT
Lender:	Shawbrook Bank Limited Lutea House Warley Hill Business Park The Drive Brentwood Essex CM13 3BE (registered in England and Wales number: 388466)
The Property:	(1) Flats 1,2,3 & 4, 19 Hornby Street, Heywood, Lancashire, OL10 1AA and as more particularly described at the Land Registry: 19 Hornby Street, Heywood (OL10 1AA)
Title Number:	The whole of the following Title Number(s) (1) GM550907
Class of Title:	(1) Good Leasehold

1. **By THIS DEED of LEGAL CHARGE**, dated 12th November 2020

   The Mortgagor charges with full title guarantee and as a continuing security:-

   (a) the Property described above by way of legal mortgage; and

   (b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge,

   with the payment and discharge of:

   (i) all monies now or at any time due, owing or payable in any manner whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any Loan Agreement now or at any time made between the Lender and the Borrower; and

   (ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.

2. To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).

3. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.

4. The Mortgagor applies to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [12/11/2020] in favour of Shawbrook Bank Limited referred to in the charges register".

5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (08/05/2020) ("**Terms and Conditions**") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

EXECUTION PAGE

WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor
EXECUTED AS A DEED by
Cheadle Estates Ltd acting by
two directors or a director and its secretary

Director	..... (signature)
Full Name: (IN BLOCK CAPITALS)	MIECH RUDZINSKI
Director/Company Secretary	..... (signature)
Full Name: (IN BLOCK CAPITALS)	HENIA RUDZINSKI

Lender
Signed ~~by~~ on behalf of
Shawbrook Bank Limited
acting by its ~~attorney~~ agent
Lester Aldridge