Companies House

MR01 (ef)

Registration of a Charge

Company name: **BARLEY PROPERTIES LIMITED**

Company number: **07397689**

Received for Electronic Filing: **02/04/2019**

X82IW9A8

Details of Charge

Date of creation: **02/04/2019**

Charge code: **0739 7689 0012**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **7-9 HIGH STREET, ROYSTON, SG8 9AA HD489355**

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: **BRIGHTSTONE LAW LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7397689

Charge code: 0739 7689 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd April 2019 and created by BARLEY PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2019 .

Given at Companies House, Cardiff on 3rd April 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

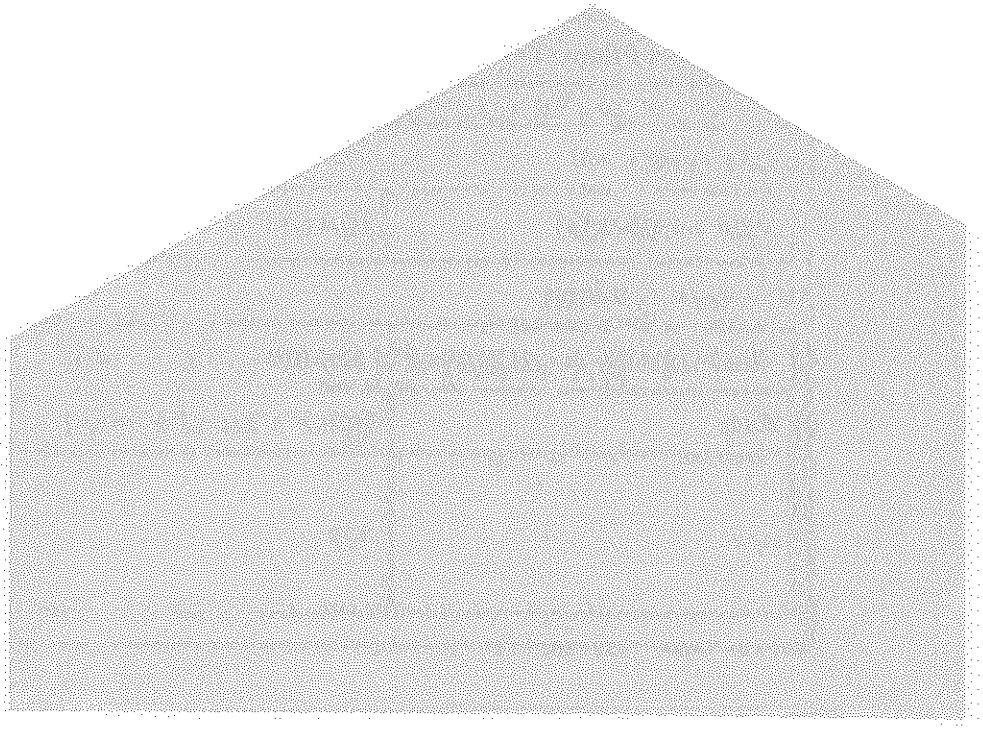
Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

lendinvest

LendInvest Mortgage Deed

England & Wales (Bridge Finance)



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THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on 2nd day of April 2019

By this legal mortgage made by *you*:

BOX A (Borrower details)

Barley Properties Limited
Of
Upton House, Baldock Street, Royston, Herts SG8 5AY
With registered number 07397689

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, *you* charge the *Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold property to be mortgaged)

Address of Property

7-9 High Street, Royston, SG8 9AA

Registered Land

Title Number(s)	HD489355

Unregistered land

The Property is comprised in the following deed(s):

Date	Description of deed(s)	Parties
n/a	n/a	n/a

Form of charge filed at H M Land Registry under reference MD1494A

(1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**). *You* acknowledge that *you* have received a copy of the Mortgage Conditions and agree that *you* will observe and perform them.

(2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.

(3) *You* undertake to pay *us*, on demand, the amounts outstanding in respect of the *Debt* when they become due.

(4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:

(A) *you* charge to *us*:

(i) by way of legal mortgage, the *Property*;

(ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:

(a) all *your Insurance Policy Rights*;

(b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income;*

(c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and

(iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;

(B) *you* assign to us absolutely (subject to such rights being re-assigned to *you* at the end of the *Security Period*);

(i) all of *your Insurance Policy Rights*;

(ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and

(iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,

provided that nothing in this sub-paragraph (4)(B) shall constitute *us* as mortgagee in possession.

(5) Subject to the terms of the *Mortgage Documents*, the *Lender* under the applicable *Loan Agreement* is under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the Lender) applies for that obligation to be entered in the register at the Land Registry.

(6) *You* consent to an application being made by us to the Land Registry for the following restriction to be registered against the title to the *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 [•] in favour of LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed*.

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EXECUTION PAGE TO MORTGAGE DEED

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Where you are a limited company and are signing by a director in the presence of a witness

Executed as a deed by
Barley Properties Limited
acting by its Director

STUART FINDLAY
.....
Name of Director

.....
Signature of Director

In the presence of a witness:

Witness signature .....

Witness name .....

Witness address .....
.....

John Stigwood
6 Market Square
Bishop's Stortford
Herts CM23 3UZ
Solicitor

Witness occupation .....