



Registration of a Charge

Company name: **HOLLINGWORTH DEVELOPMENTS (LINCOLN) LIMITED**
Company number: **11313981**



X9XMYRYQ

Received for Electronic Filing: **04/02/2021**

Details of Charge

Date of creation: **01/02/2021**
Charge code: **1131 3981 0003**
Persons entitled: **LAURENCE DAVID EDGAR HOLLINGWORTH**
Brief description: **LAND KNOWN AS PLOTS 1 AND 2 RIDGE VIEW ROAD BRACEBRIDGE
HEATH LINCOLN LN4 2LJ**
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 SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **REBECCA IRENE TASKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11313981

Charge code: 1131 3981 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st February 2021 and created by HOLLINGWORTH DEVELOPMENTS (LINCOLN) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2021 .

Given at Companies House, Cardiff on 4th February 2021

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**

IMPORTANT - Any person signing this document should be aware that they are entering into a legally binding document, and are advised to seek independent legal advice before doing so.

Mortgage Deed (England and Wales)

THIS MORTGAGE is made by way of deed the 1st day of February two thousand and twenty One

BETWEEN *Please complete in type or block capitals*

(1) *the Borrower:* **Hollingworth Developments (Lincoln) Limited** incorporated and registered in England and Wales with company number 11313981 whose registered office is at 10 Guilford Lane, Brant Broughton, Lincoln, Lincolnshire, LN5 0SQ

(2) *the Lender:* **Laurence David Edgar Hollingworth** of Woolstone Lodge, Woolstone, Faringdon, Oxfordshire, SN7 7QL

Witnesseth as follows:

Relevant Particulars

In this Mortgage the expression the "Indebtedness" means all monies and liabilities whether certain or contingent which now are or at any time hereafter may be due owing or incurred by the Borrower to the Lender or for which the Borrower may be or become liable to the Lender on any current or other account or in any manner whatsoever (and whether alone or jointly with any other person and in whatever style or name and whether as principal or surety) together with any expenses and costs (including legal fees) incurred by the Lender in relation to this Mortgage or in enforcing the security hereby created

Particulars of property charged

Property: Land known as Plots 1 and 2 Ridge View Road, Bracebridge Heath, Lincoln, LN4 2LJ as shown edged red on the attached plan and registered at the Land Registry as part of the land registered under title numbers LL148371 and LL322396

Particulars of any prior charge

None

Finance Documents: A Loan Agreement of even date herewith between the parties

1. Covenant to pay

The Borrower covenants with the Lender to pay or discharge to the Lender at the time or times agreed with the Lender in writing or, in the absence of any such written agreement, on demand by the Lender, the Indebtedness and all interest and other charges payable by the Borrower to the Lender in respect of the Indebtedness.

2. Charge

(a) As a continuing security for the payment and discharge of the sums and liabilities herein covenanted to be paid or discharged by the Borrower to the Lender:-

- (i) the Borrower with full title guarantee hereby charges to the Lender *by way of* legal mortgage the Property and by way of fixed charge all right title and interest of the Borrower in and to all proceeds of any insurances effected in respect of the Property;
- (ii) the Borrower with full title guarantee hereby charges to the Lender all the Borrower's interest of whatsoever nature in the Property;

- (iii) the Borrower with full title guarantee hereby charges to the Lender by way of assignment, the Rental Income and the benefit to the Borrower of all other rights and claims to which the Borrower is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Borrower against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligation of such persons;
- (iv) the Borrower with full title guarantee hereby charges to the Lender by way of assignment:
 - (a) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Borrower in relation to the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under the contract with or under a duty to the Borrower and the benefit of all sums recovered in any proceedings against all or any of such persons;
 - (b) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Borrower under or in respect of any Agreement for Lease;

provided that nothing in this sub-clause shall constitute the Lender as a mortgagee in possession.
- (b) The Borrower shall at any time on written demand by the Lender procure that the Rental Income shall be paid directly to the Lenders account (or such other account as the Lender may from time to time direct) and the Borrower shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing. Following any such demand until such payment the Borrower shall hold all Rental Income on trust for the Lender.
- (c) This Mortgage is made for securing further advances but without imposing any obligation on the Lender to make further advances.

3. Restrictions on further security

The Borrower covenants with the Lender that the amount now secured by any Prior Charge will not hereafter be increased without the Lender's prior written consent and the Borrower will not create or, save for any Prior Charge, permit to exist without the Lender's prior written consent any mortgage, pledge, charge, lien or other encumbrance on or affecting the Property, whether ranking prior to, *pari passu* with or subsequent to any part of the security hereby constituted.

4. Restrictions on leasing and parting with possession

- (a) Any statutory or other powers of the Borrower of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Property shall not be exercisable by the Borrower during the continuance of the security hereby constituted without the Lender's prior written consent nor, without such consent, will the Borrower confer on any person any licence to occupy or any other right or interest in the Property or grant any license or consent to assign, underlet or part with possession or occupation of the Property.

- (b) The Borrower covenants with the Lender not to do or omit or permit or suffer to be done or omitted anything whereby a letting of the Property may cause such letting to fall within the provisions of the Rent Acts or any enactment or provision having similar effect from time to time in force.

5. Insurance

- (a) The Borrower will procure the insurance of the Property with the interest of the Lender noted on the policy against loss or damage by fire and such other risks and contingencies which the Lender considers ought, acting reasonably and in accordance with market practice, to be insured against in the Property's full replacement value (including all costs and expenses of whatsoever nature relating to replacements) with an insurance office or with underwriters approved in writing by the Lender provided that where the insurance on the Property is effected by a prior chargee or some other third party (including without limitation a landlord) the Lender shall not require the Borrower to effect separate insurance of the Property.
- (b) The Borrower will duly and punctually pay all premiums and other moneys necessary to effect and keep up such insurance immediately on the same becoming due and will on demand produce to the Lender the policy or policies of such insurance.
- (c) To comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.
- (d) The Borrower shall apply all proceeds of insurance as follows:
 - (i) in making good the loss or damage to the Property; or
 - (ii) following the occurrence of an Event of Default that is continuing, on demand of the Lender towards the discharge of the Indebtedness. The Borrower covenants and agrees all insurance proceeds shall, following the occurrence of an Event of Default that is continuing, shall be held on trust for the Lender as security for the Borrower's obligation and liabilities under the Finance Documents.

6. Borrower's Covenants

The Borrower hereby covenants with the Lender that the Borrower will at all times during the continuance of the security hereby constituted:

- (a) **Repair** - keep all buildings, installations, fittings and fixtures forming part of the Property in a good and substantial state of repair and condition and not pull down or remove any of the same without the Lender's prior written consent;
- (b) **Outgoings** - punctually pay when due all rents, rates, taxes, outgoing and impositions payable in respect of the Property and keep the Lender indemnified against the same;
- (c) **Alterations** - not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld) and except in accordance with plans, elevations and specifications previously submitted to and at the cost of the Borrower approved by the Lender, make any material structural alteration or addition to the Property;
- (d) **Use of Property** – Residential Development Site.
- (e) **Covenants and Stipulations affecting the Property** - observe and perform all restrictive and other covenants and stipulations (whether contained in any lease held or granted by the Borrower or of which the Borrower has the benefit or otherwise) for the time being affecting the Property and not without the prior written consent of the Lender enter into any onerous or restrictive obligations affecting the Property and use the Borrower's best endeavours to procure the observance and performance by the landlord under any lease

of the Property held by the Borrower and by any tenant of, all or any part of the Property subject to a lease of the terms, covenant, stipulations and conditions on their respective parts to be observed and performed and not to alter or vary or agree to alter or vary the terms of any such leases or agree any review of the rent payable thereunder without the prior written consent of the Lender:

- (f) **Disposals** - not without the prior written consent of the Lender sell part with or otherwise dispose of any interest of the Borrower in or relating to the Property or grant any easements or rights over the Property nor allow any person to be registered as proprietor under the Land Registration Acts 1925 to 2002 or any amendment or re-enactment thereof of the Property or any interest therein nor create or permit to arise any overriding interest in or over the Property within the definition in those Acts and the costs incurred by the Lender of entering any caution or notice against such registration shall be deemed to be a cost properly incurred by the Lender hereunder;
- (g) **Notices** - immediately upon receipt by the Borrower of any notices orders or proposals concerning the Property from any local or public authority or any landlord produce copies of the same to the Lender and comply with the same;
- (h) **Grants** - not without the Lender's prior written consent apply for or obtain any improvement or other grant in respect of the Property;
- (i) **Further Assurances** - do all such things and execute all such documents as the Lender may reasonably require for perfecting the security hereby constituted.
- (j) **Leases** – where the Property is leasehold (the “Lease”) or subject to any Agreement for Lease or tenancy (referred to below as the “occupational lease”):
 - (i) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee and contained in any occupational lease to be observed by the lessor;
 - (ii) to enforce the due observance and performance of all obligations of all other parties to the Lease and any occupational lease;
 - (iii) not to waive, release or vary any of the terms of the Lease or any occupational lease, or to accept any surrender of any occupational lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Lender;
 - (iv) if the Borrower shall receive any notice served under section 146 of the LPA or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Borrower shall give immediate notice of such event in writing to the Lender and at the request of the Lender and at the expense of the Borrower take such steps as the Lender may in its absolute reasonable discretion require;
 - (v) not to serve any notice on any former tenant under any occupational lease under section 17(2) of the Landlord and Tenant (Covenants) Act 1995 or on any guarantor of any such former tenant under section 17(3) of that Act without the prior consent of the Lender such consent not to be unreasonably withheld or delayed.
- (k) **Prior Charges** – duly and punctually to pay all sums payable in respect of the Prior Charge (subject to any applicable agreement or arrangement as to priorities) and from time to time to produce to the Lender on demand the receipts for every such payment.

7. Inspection and curing defaults

The Lender and any persons nominated by it shall be entitled to enter the Property at all reasonable times to inspect the Property and to verify compliance by the Borrower with the Borrower's obligations hereunder and in the event of the Borrower having failed to comply with any of the Borrower's obligations, to carry out, at the expense of the Borrower, any works and do anything on the Property to ensure such compliance.

8. Events of Default

The sums and liabilities hereby secured shall become immediately due and payable in the manner from time to time agreed in writing between the Borrower and the Lender and in the absence of any such agreement or any document evidencing the terms upon which the sums and liabilities hereby secured or any part thereof were advanced then upon the happening of any one or more of the following events the sums and liabilities hereby secured or such part thereof shall become immediately due and payable without the need for any demand and cash cover shall be payable on demand by the Lender in respect of all and any contingent liabilities comprised within the sums and liabilities hereby secured or such part thereof and the Lender shall cease to be under any further commitment to the Borrower to advance any moneys or give any credit or other facilities or accommodation whatsoever:

- (i) The Borrower shall fail to pay on the due date therefor any amount payable by the Borrower hereunder; or
- (ii) The Borrower shall fail to comply with any other obligation or provision contained in this Mortgage or Facility Letter; or
- (iii) Any other indebtedness or liability or liabilities of the Borrower shall become due and payable or capable of being declared due and payable prior to the date of maturity thereof as a result of a default (howsoever described) in connection therewith or any such indebtedness or liability shall not be paid or satisfied at the maturity thereof or when otherwise due or any security or charge present or future and created or assumed by the Borrower shall become enforceable; or
- (iv) The Borrower is deemed unable to pay their debts as they fall due, commences negotiations with any one or more of their creditors with a view to the general readjustment or rescheduling of its indebtedness, or makes a general assignment for the benefit of or a composition with its creditors; or
- (v) Legal proceedings are started for the Borrowers insolvency or for the appointment of a receiver, administrator, administrative receiver, liquidator, trustee or similar officer of any or all of its revenues and/or assets; or
- (vi) The Borrower shall enter into, or propose to enter into, any arrangement with their creditors; or
- (vii) Under the terms of any encumbrances created, assumed or permitted to exist by the Borrower an encumbrancer takes possession of, or a trustee, receiver, administrative receiver, liquidator or similar officer is appointed in respect of all or any part of the assets of the Borrower or distress or any form of execution is levied or enforced upon or sued out against any such assets; or
- (viii) The happening of any event or the taking of any steps analogous to the events or steps referred to in sub-clauses (iv), (v), (vi) or (vii) above in any jurisdiction outside England and Wales; or
- (ix) Any representation or statement made or deemed to be made by the Borrower or on their behalf hereunder or in any other document, certificate or statement delivered by

them or on their behalf pursuant hereto or in connection herewith is or proves to have been incorrect or misleading when made or deemed to be made in any material respect; or

- (x) At any time it is or becomes unlawful for the Borrower to perform or comply with any or all of their obligations under the Mortgage or the Facility Letter or any of the obligations of the Borrower hereunder or thereunder are not or cease to be legal, valid and binding; or
- (xi) Any judgment or order against the Borrower is not complied with within 7 days; or
- (xii) Any circumstances arise including (without limitation) a material adverse change in relation to the Property or its value or in the financial condition of the Borrower and are notified in writing by the Lender to the Borrower which give reasonable grounds in the opinion of the Lender for belief that the Borrower may not (or may be unable to) perform or comply with its obligations under this Mortgage or any Facility Letter or that the value of the Lender's security may be in jeopardy or the death of the Borrower
- (xiii) The Borrower dies or becomes incapable of managing and administering his property and affairs by reason of mental disorder;
- (xiv) If any finance agreement is entered into by the Borrower to lend him further sums of money.

9. Powers of Enforcement

The security hereby constituted shall become immediately enforceable and the power of sale and either powers conferred on mortgagees under the Law of Property Act 1925 as varied and extended by this Mortgage shall become immediately exercisable at any time after any sums or liabilities hereby secured shall have become due and remain unpaid free from any restrictions contained in the said Act as to the giving of notice or otherwise and Sections 103 and 109 thereof shall not apply to this security.

10. Receiver

- (a) At any time after the security hereby constituted has become enforceable the Lender may from time to time without any further notice to the Borrower appoint any person to be a receiver (the "Receiver" which expression shall include any other or additional person or persons appointed or substituted as receiver) of the Property and either at the time of appointment or at any time thereafter fix his or their remuneration and may remove any such Receiver and appoint another or others in his place. A Receiver so appointed shall be the agent of the Borrower who shall be solely responsible for his acts or defaults and for his remuneration.
- (b) Any Receiver shall in addition to the powers conferred on him by statute (which shall be exercisable without the restrictions contained in Section 103 of the Law of Property Act 1925) or common law have power:
 - (i) to sell the Property or any part or parts thereof or to surrender any lease thereof in such manner and generally on such terms and conditions as he shall think fit;
 - (ii) to exercise any or all of the powers which an absolute owner would have of managing and superintending the management of the Property and in particular to lease or let the same or any part or parts thereof for such term of years or from year to year or other lesser period than a year at such rent and subject to such covenants and conditions and either with or without the payment of a fine or premium as such Receiver shall think fit and further to accept surrenders of any lease or tenancy of the Property on such terms and conditions as he shall think fit;

- (iii) to enter upon the Property from time to time for the purpose of making and effecting any repairs, renewals, additions and improvements whatsoever to the Property including (without prejudice to the generality of the foregoing) the completion of any building in course of erection or other work in progress thereon which the Receiver may think expedient;
 - (iv) to appoint managers, agents, architects, surveyors, officers, servants and workmen for any of the aforesaid purposes or to guard or protect the Property at such salaries or remuneration and for such periods as he may determine and to dismiss the same;
 - (v) to do such other acts and things as may be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do as agent for the Borrower.
- (c) All powers, authorities and discretions hereby conferred expressly or by implication on any Receiver shall be exercisable by the Lender.
- (d) Any Receiver so appointed shall have power to borrow from the Lender any sums required in the exercise of the powers conferred upon him and all costs charges and expenses so incurred by him or which he shall properly incur in or about the preservation or attempted preservation of this security or of the Property shall be repayable by the Borrower on demand and secured by this Mortgage in priority hereto and bear interest accordingly.

11 Dealing with Goods on the Property

In the event of the Lender or any Receiver taking possession of the Property, the Lender or the Receiver shall be entitled as agent of the Borrower to remove, store, sell or otherwise deal with any furniture or goods which the Borrower shall fail or refuse to remove from the Property within seven days of being requested so to do by notice from the Lender or the Receiver and neither the Lender nor the Receiver shall be liable for any loss or damage occasioned to the Borrower thereby and the Borrower shall indemnify the Lender and the Receiver against all expenses incurred by them (or either of them) in relation to such furniture or goods and the Lender or the Receiver shall account to the Borrower for the proceeds of any such sale after deducting any such expenses subject to any rights which the Lender may have in respect thereof Provided that this Clause shall not confer on the Lender any right in equity to any furniture or goods or any charge or security thereon or otherwise so as to constitute this security a bill of sale.

12. Prior Charges

If any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by any prior charge on the Property, the Lender or the Receiver may redeem such prior charge or procure the transfer thereof to itself or himself, as the case may be, and may settle and pass the accounts of the prior chargee and any account so settled and passed shall be conclusive and binding on the Borrower and all principal money, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid to the Lender on demand and shall become part of the sums and liabilities hereby secured.

13. Dealings with Purchasers

As between the Lender or any Receiver and any purchaser or other person dealing with the Lender or any Receiver the statutory power of sale shall arise on the execution hereof and no purchaser, Borrower, mortgagee or other person or company dealing with the Lender or any Receiver shall be concerned to enquire whether any power exercised or purported to be

exercised by it or him has become exercisable or whether any money is due on the security hereof or as to the propriety or regularity of any sale by or other dealing with the Lender or any Receiver but any such sale or dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly and all the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 or any amendment or re-enactment thereof shall apply to any person or persons purchasing from or dealing with the Lender or any Receiver.

14. Possession

If the Lender shall enter into possession of the Property, it may from time to time and at any time go out of such possession and the Lender shall not in any circumstances (either by reason of any entry by it into or taking by it of possession of the Property or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever) be liable to account to the Borrower for anything except the Lender's own actual receipts or be liable to the Borrower for any loss or damage arising from any realisation by it of the Property or from any act, default or omission of it in relation to the Property unless such loss or damage shall be caused by its own fraud.

15. Consolidation

The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.

16. Power of Attorney

The Borrower by way of security hereby irrevocably appoints the Lender and the persons deriving title under it and their substitutes and any Receiver jointly and also severally to be the Attorney of the Borrower generally for and in the name and on behalf and as the act and deed or otherwise of the Borrower to execute seal and deliver and otherwise perfect and do all such deeds assurances agreements instruments acts and things which may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed proper for or in connection with any of the purposes aforesaid and this appointment shall operate as a general power of attorney under the Powers of Attorney Act 1971. The Borrower hereby ratifies and confirms and agrees to ratify and confirm any instrument act or thing which any such Attorney may execute or do.

17. Expenses

The Borrower covenants to pay all stamp duties and other documentary taxes payable in connection with this Mortgage and keep the Lender indemnified against failure to pay the same and to pay to the Lender and any Receiver and discharge on demand all costs, charges, expenses and other sums from time to time expended paid or incurred by or on behalf of the Lender or such Receiver in relation to this Mortgage or the moneys and liabilities hereby secured or any other security held by or offered to the Lender in respect thereof on a full and unlimited indemnity basis together with interest on all such amounts calculated on a daily basis from the date in relation to which the relevant sum was expended paid or incurred until full discharge at the rate per annum for the time being applicable to the Indebtedness or in the absence of such a rate at the rate per annum certified by the Lender to be five per cent. above the Lenders cost of funds and together in all cases with any value added tax or similar tax applicable thereto and so that until payment all such sums shall be charged on the Property

18. Continuing Security

This security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge in or otherwise prejudice or affect the security created by any deposit of documents or any guarantee lien bill note mortgage or

other security now or hereafter held by the Lender or any right or remedy of the Lender in respect of the same and shall not be in any way prejudiced or affected by the invalidity thereof or by the Lender now or hereafter dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person or persons liable.

19. Notices

Any notice or demand for payment by the Lender hereunder shall, without prejudice to any other effective mode of making the same, be deemed to have been sufficiently made hereunder on the Borrower, if it is left at the Property, or sent by prepaid post to the Borrower at their usual or last known place of abode or business or in the case of the Lender served at the address stated at the beginning of this Mortgage or sent to such address by pre paid post and shall be assumed to have reached the addressee in the course of post and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted. In the case of the death of any person a party hereto and until receipt by the Lender of notice in writing of the grant of representation to the estate of the deceased any notice or demand by the Lender sent by post as aforesaid addressed to the deceased or to his personal representatives at the usual or last known place of abode of the deceased shall for all purposes be deemed a sufficient notice or demand by the Lender to the deceased and his personal representatives and shall be as effectual as if the deceased were still living. Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Borrower if signed by an officer of the Lender.

20. No Equitable Release

The Borrower hereby acknowledges and agrees that the security hereby constituted shall not be affected or discharged by any time, indulgence or other concession granted by the Lender to the Borrower or any other person or persons, any dealing with, exchange, release, modification or abstention from perfecting or enforcing any securities or other guarantees or rights which the Lender may now or hereafter have from or against the Borrower or any other person or persons in respect of any sum or liability hereby secured, any composition with the Borrower or any other person or persons or any other act, omission, transaction, limitation, matter, thing or circumstance whatsoever which, but for this provision, might operate to discharge or prejudice the security expressed to be hereby constituted.

21. Remedies, Waivers and Consents

No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy under this Mortgage or any other document will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Mortgage are cumulative and not exclusive of any rights or remedies provided by law. Any waiver and any consent by the Lender under this Mortgage must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

22. Entry in Land Registry

In all cases where the charge created by this Mortgage relates to property registered at H. M. Land Registry the Borrower hereby applies to the Chief Land Registrar:-

- (i) for a restriction in Form P in the following terms to be entered on the Register of the Borrower's title relating to such property and against which this Mortgage may

be noted:-

"No disposition of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, 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 Laurence David Edgar Hollingworth referred to in the charges register or their conveyancer";

- (ii) for any obligation on the part of the Lender to make further advances to be noted on the Register.

23. Interpretation

- (a) In this Mortgage, wherever the context so admits:

- (i) The expression "Borrower" includes their personal representatives and the expression the "Lender" includes its successors and assigns, it being acknowledged by the Borrower that the Lender may disclose to any person to whom the Lender disposes or contemplates disposing any interest of the Lender in this Mortgage or in the sums or liabilities hereby secured or with whom the Lender enters into or contemplates entering into any contractual arrangement in respect hereof or thereof such information concerning the Borrower this security and the sums and liabilities hereby secured as the Lender shall in its absolute discretion determine.
- (ii) The masculine includes the feminine and the singular includes the plural and vice versa.
- (iii) The expression the "Rental Income" means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Borrower in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived from the Property or otherwise paid to or received by the Borrower in respect of the Property but save for insurance rents or service charges or the like.
- (iv) The expression "Agreements for Lease" means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property.
- (v) The expression "Facility Letter" means any facility letter loan agreement, loan note or other document or documents under which the Lender has agreed to make available to the Borrower loan or other Lending facilities as the same may be from time to time amended supplemented or replaced.
- (vi) The terms of the Facility Letter (if any) and of any side letters between the parties hereto in relation thereto are incorporated in this Mortgage in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- (b) A person who is not a party to this Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Mortgage.

24 Joint and Several Obligations

If the Borrower and/or the Lender consists of two or more persons all covenants contained or implied in this Mortgage on the part of the Borrower or the Lender, as the case may be, shall be joint and several covenants on their part and where the context so admits references to the Borrower and/or the Lender shall include a reference to any one or more of such persons.

25 Governing Law

- (a) This Mortgage shall be construed and the obligations hereunder shall take effect according

to the law of England and the Borrower for the benefit of the Lender agrees that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Mortgage and, for such purposes, irrevocably submits to the jurisdiction of such courts and irrevocably waives any objection which any of them might now or hereafter have to such courts being nominated as the forum to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Mortgage and agrees not to claim that any such court is not a convenient or appropriate forum.

IN WITNESS whereof this Deed has been executed by the parties hereto and is intended to be and is hereby delivered on the day and year first above written.

SIGNED as a DEED by [WILLIAM JOHN MURRAY])
A director of Hollingworth Developments)
(Lincoln) Limited)
In the presence of:)



W Signature 

I Name JOHN MURRAY

T Address 17 LINCOLN

N WELLCINGORE HALL

E

S

S Occupation Builder