



Registration of a Charge

Company name: **LILYBANK FLATS LIMITED**

Company number: **SC357953**



X76EHKCB

Received for Electronic Filing: **21/05/2018**

Details of Charge

Date of creation: **17/05/2018**

Charge code: **SC35 7953 0004**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **FLAT 5, 64 RAVENSHEUGH ROAD, 10B MILL LANE, 3C & 3D KILWINNING STREET AND 134D INVERESK ROAD ALL IN MUSSELBURGH AND , 9F FRIARSCROFT, DUNBAR FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT**

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: **DAVID WATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 357953

Charge code: SC35 7953 0004

The Registrar of Companies for Scotland hereby certifies that a charge dated 17th May 2018 and created by LILYBANK FLATS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2018 .

Given at Companies House, Edinburgh on 22nd May 2018

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**

This document and the incorporated security terms form an important deed securing all sums due or that may become due to the Lender by you. If the Lender is not paid you may lose the property charged. We recommend you take independent Legal Advice on the effect of this deed.



STANDARD SECURITY

In this deed the expressions set out below shall have the following meanings and effect:

The Borrower: Lilybank Flats Limited, a company incorporated under the Companies Acts (Company Number SC357953) and having their registered office at 6 Logie Mill, Beaverbank Business Park, EDINBURGH EH7 4HG

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrower are undertaken jointly and severally

1. **The Lender**

Shawbrook Bank Limited (Registered Number 388466) having their Registered Office at Lutea House, The Drive, Warley Hill Business Park, Brentwood, Essex CM13 3BE

2. **The Loan** Such sums of money agreed to be advanced by the Lender to the Borrower and any sums agreed to be advanced by the Lender to any other party the repayment of which has been, or is in the future guaranteed by the Borrower

3. **The Consentor**

(where applicable):

being the non-entitled Spouse of the Borrower residing at the Property

4. **The Property** The heritable subjects known as

ALL and WHOLE the subjects as more particularly described in the schedule annexed and executed as relative hereto

Together with the whole buildings and others erected thereon, the whole fittings, fixtures so far as heritable and all equipment, machinery, furniture and furnishings, the mines, metals and minerals, the parts, privileges and pertinents and the Borrowers whole right, title and interest present and future in and to the said Property.

The Borrower in security of (a) all monies due by the Borrower and Consentor (if any) to the Lender now or at any future time in any manner or in any respect whatsoever, whether due by the Borrower solely or jointly and severally with any person or persons, firm, corporation or other body under any Agreement between them and under this Standard Security and (b) all other obligations due by the Borrower to the Lender under this Standard Security or as described in the Lender's Lending Terms and Conditions dated 26th June 2015, with the consent of the Consentor (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 grants a Standard Security in favour of the Lender over the Property. The Consentor (if any) consents to the making of the Loan. The Borrower hereby undertakes to the Lender (a) in the event of the Lender becoming entitled in law to enter into possession of the Property, that the Lender upon entering into possession of the Property shall (but only in respect of matters hereinafter mentioned) become and be the agent of the Borrower with the authority at the Borrower's expense to remove, store, preserve, sell or otherwise dispose of any furniture or effects of the Borrower which the Borrower shall refuse or omit to remove from the Property in such manner as the Lender may think fit and (b) to insure the Property and that to the full reinstatement value. The Borrower, if single or the sole proprietor of the Property, hereby declares that the Property is neither a matrimonial home in relation to which any spouse of the Borrower has occupancy rights in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) nor a family home in relation to which any civil partner of the Borrower has occupancy rights in terms of the Civil Partnership Act 2004 (as amended).

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by the Redemption of Standard Securities (Scotland) Act 1971 (and as varied by the above mentioned Lending Terms and Conditions dated 26th June 2015, a copy of which the Borrower hereby acknowledges receipt), and any lawful variation thereof operative for the time being shall apply; And the Consentor (if any) consents to the Borrower(s) dispensing with or shortening the period of any Calling-Up Notice served in terms of Section 19(10) of the said Conveyancing and Feudal Reform (Scotland) Act 1970;

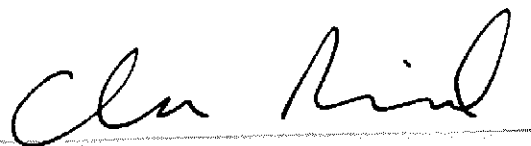
And the Borrower grants warrandice; And the Borrower consents to registration of this Standard Security for execution: IN WITNESS WHEREOF these presents consisting of this and the schedules annexed hereto are executed by the Borrower and the Consentor (if any) at ~~Edinburgh~~ on the ~~TENTH~~ day of May Two thousand and Eighteen before the witness

Witness Signature.....
Witness Name (CAPITALS).....
Address.....
Occupation.....

DIRECTORS SIGNATURE
CHRIS RICHMOND
Full Name of Director

THIS IS THE SCHEDULE REFERRED TO IN THE FOREGOING STANDARD SECURITY BY LILYBANK
FLATS LIMITED IN FAVOUR OF SHAWBROOK BANK LIMITED

1. ALL and WHOLE the subjects known as Flat 5, 64 Ravensheugh Road, Musselburgh, EH21 7SY being the whole subjects registered in the Land Register of Scotland under Title Number MID99936
2. ALL and WHOLE the subjects known as 10B Millhill Lane, Musselburgh, EH21 7RD being the whole subjects registered in the Land Register of Scotland under Title Number MID72776
3. ALL and WHOLE the subjects known as 9F Friarscroft, Dunbar, EH42 1BP being the whole subjects registered in the Land Register of Scotland under Title Number ELN4721
4. ALL and WHOLE the subjects known as 3C Kilwinning Street, Musselburgh, EH21 7EB being the whole subjects registered in the Land Register of Scotland under Title Number MID141245
5. ALL and WHOLE the subjects known as 3D Kilwinning Street, Musselburgh, EH21 7EB being the whole subjects registered in the Land Register of Scotland under Title Number MID49939
6. ALL and WHOLE the subjects known as 134D Inveresk Road, Musselburgh, EH21 7AX being the whole subjects registered in the Land Register of Scotland under Title Number MID13074



Alan Rind