



Registration of a Charge

Company name: **LEDGARD MANAGEMENT COMPANY LIMITED**

Company number: **08026786**



X6AJMB6H

Received for Electronic Filing: **12/07/2017**

Details of Charge

Date of creation: **07/07/2017**

Charge code: **0802 6786 0001**

Persons entitled: **PHILIP STUART DUNHAM AND JUDITH ANN DUNHAM**

Brief description: **LEDGARD BRIDGE MILLS, MIRFIELD, WF14 8NJ REGISTERED AT HM
LAND REGISTRY UNDER TITLE NUMBER WYK238110**

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: **CHADWICK LAWRENCE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8026786

Charge code: 0802 6786 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2017 and created by LEDGARD MANAGEMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th July 2017 .

Given at Companies House, Cardiff on 14th July 2017

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

Legal Charge

Title Number: **WYK238110**

Property: **Ledgard Bridge Mills, Mirfield WF14 8NJ**

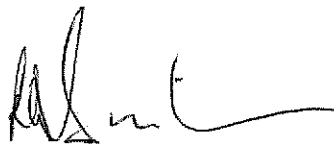
Date: **7 July** 2017


The Chargor: **Ledgard Management Company Limited** (company number 08026786) of Nook Farm, Haigh Moor Road, Tingley, Wakefield WF3 1EF

The Chargee: **Philip Stuart Dunham and Judith Ann Dunham** of The Croft, 5 Sandal Avenue, Wakefield WF2 7LP

1. The Chargor charges the Property by way of legal mortgage and with full title guarantee with the payment to the Chargee of the principal money and other money to be paid by Binks Executive Homes Limited (company number 2652361) ("the Borrower") pursuant to a loan agreement dated with today's date and made between (1) the Borrower and (2) the Chargee.
2. The Charge is not a charge made for securing a current account or further advances.
3. The Charge incorporates the Mortgage Provisions overleaf.

Executed as a deed by)
Ledgard Management)
Company Limited)
acting by a director)
in the presence of:)


.....
Director


Helen Davis
Solicitor

Signed as a deed by)
Philip Stuart Dunham)
in the presence of:)

.....

Signed as a deed by)
Judith Ann Dunham)
in the presence of:)

.....

Mortgage Provisions

1. Interpretation

Where the context allows:-

- 1.1. "the Chargor" and "the Chargee" include the persons deriving title under them;
- 1.2. Obligations of more than one person are joint and several obligations;
- 1.3. Expressions used on the front page of the Charge have the meanings there shown;
- 1.4. References to the Property include references to any part or parts of the Property.

2. Power of Sale

At any time after the money secured by this Charge has become due and payable this security shall be immediately enforceable and the Chargee's power of sale shall be immediately exercisable in respect of the whole or any part of the Property.

3. Covenants concerning the Property

The Chargor covenants so long as the Charge is outstanding:-

- 3.1. To put and keep the Property in good and substantial repair;
- 3.2. To keep the Property insured against fire and other contingencies (as required from time to time by the Chargee) to its full value with responsible insurers approved by the Chargee and (subject to the requirements of any lease under which the Property is held) in the joint names of the Chargor and the Chargee;
- 3.3. Not to insure the Property independently and if the Chargor receives insurance moneys in respect of the Property to hold them as trustees for the Chargee;
- 3.4. To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property and the obligations on the tenants part in the lease (if any) under which the Property is held;
- 3.5. Punctually to pay all rents and outgoings in respect of the Property;
- 3.6. Not without the written consent of the Chargee to carry out any operation or institute or continue any use of the Property for which permission is required under the law from time to time of Town and Country Planning but which has not been obtained at the date of the Charge;
- 3.7. That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting surrenders of leases shall not apply to the Charge and the Chargor will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property.

4. Entry to inspect or do works

While the Charge is outstanding the Chargee may enter and inspect the Property at any reasonable time and may also enter and do any work which the Chargor has failed to do.

5. Restriction

The Chargor consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate 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 [insert date of this Charge] in favour of Philip Stuart Dunham and Judith Ann Dunham referred to in the charges register or their conveyancer."