



Registration of a Charge

Company name: **J.T.VENABLES(KEMPSEY)LIMITED**

Company number: **00397136**



X96W3WOY

Received for Electronic Filing: **10/06/2020**

Details of Charge

Date of creation: **09/06/2020**

Charge code: **0039 7136 0014**

Persons entitled: **PETER BRIAN VENABLES**

Brief description: **THE ABANDONED COTTAGE, VARLEY FARM, PRIXFORD, BARNSTAPLE
EX31 4DX REGISTERED UNDER TITLE NUMBER DN491938**

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: **BENEDICT RECORDON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 397136

Charge code: 0039 7136 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2020 and created by J.T.VENABLES(KEMPSEY)LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th June 2020 .

Given at Companies House, Cardiff on 11th June 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

LEGAL MORTGAGE

J. T. VENABLES (Kempsey) Limited

— and —

PETER BRIAN VENABLES

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LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative area	North Devon
Title number(s)	DN491938
Property	The Abandoned Cottage Varley Farm PRIXFORD Barnstaple EX31 4DX

THIS LEGAL CHARGE is made on [date]

9th June 2020

PARTIES

(1) J.T. Venables (Kempsey) Limited the registered office of which is at Baynall Farm Kempsey WR5 3PA Company Registration No 397136 (the **Borrower**) and

(2) Peter Brian Venables of Mereside Main Road Kempsey WR5 3PA (the **Lender**)

1 Background

1.1 Title

The Borrower is registered at the Land Registry as proprietor with title absolute of the property described in the schedule (the **Property**) subject as mentioned in the schedule but otherwise free from incumbrances.

1.2 Agreement to lend

The Lender has agreed to lend to the Borrower the sum of £140,000.00 (the **Principal**) on condition that its repayment together with interest is secured in the manner set out in this document.

2 Payment of Principal and interest

2.1 The Borrower covenants with the Lender to pay the Principal to the Lender within four years of the date hereof.

2.2 The Borrower covenants with the Lender to pay to the Lender interest on the Principal at the rate of 2% per annum payable when the Principal is repaid and such interest is to be payable as well after as before any demand or judgment or the administration or liquidation or, as appropriate, bankruptcy, death or mental incapacity of the Borrower.

3 Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of a second legal mortgage with payment or discharge of all money and other obligations and liabilities in this Deed covenanted to be paid or discharged by the Borrower or otherwise secured by this Deed.

4 Borrower's covenants

4.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good repair.

4.2 The Borrower will insure the Property with a reputable insurer against damage or destruction by such risks as would normally be covered by a standard policy for premises such as the Property and, so far as is practical, reinstate the Property as soon as reasonably possible in the event of damage or destruction by an insured risk.

4.3 The Borrower must not without the previous consent in writing of the Lender exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or

otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder.

5 Lender's rights and powers

5.1 The Law of Property Act 1925 Section 103 shall not apply to this security and at any time after the money secured by this Deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

5.2 The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

6 Protection of those dealing with Lender

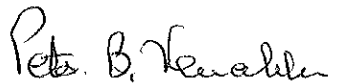
No person dealing with the Lender shall be concerned, bound or entitled to inquire or be affected by notice as to any of the following matters:

- 6.1 whether this security has become enforceable,
- 6.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,
- 6.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,
- 6.4 whether any money remains due under the security or
- 6.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made


and the receipt of the Lender for any money shall effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.

EXECUTED AS A DEED by

J.T. VENABLES (KEMPSEY) LIMITED



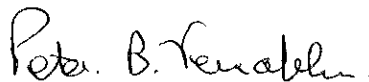
acting by a Director in the presence of:-




David R Parry
SOLICITOR
12 Worcester Road
Malvern
WR14 4QU

EXECUTED AS A DEED by

PETER BRIAN VENABLES



In the presence of:-



David R Parry
SOLICITOR
12 Worcester Road
Malvern
WR14 4QU

THE SCHEDULE
THE PROPERTY

The Abandoned Cottage Varley Farm Prixford Barnstaple EX31 4DX registered at H.M. Land Registry with title number DN491938 subject to a first charge in favour of The Agricultural Mortgage Corporation plc dated 17th February 2009