



Registration of a Charge

Company Name: **MID-WALES WELDED PRODUCTIONS LIMITED**

Company Number: **01566038**



XCFUW4Q9

Received for filing in Electronic Format on the: **08/11/2023**

Details of Charge

Date of creation: **06/11/2023**

Charge code: **0156 6038 0008**

Persons entitled: **DEREK CHARLES CROWTHER
MARTIN LAWRENCE CROWTHER
PAUL ANTHONY CROWTHER
ELIZABETH CROWTHER**

Brief description: **CAMBRIAN MILLS, GLANCLYNWEDOG, LLANIDLOES SY18 6BF**
Contains fixed charge(s).

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: **MILWYN JENKINS & JENKINS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1566038

Charge code: 0156 6038 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2023 and created by MID-WALES WELDED PRODUCTIONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2023 .

Given at Companies House, Cardiff on 9th November 2023

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**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: WA568037 & CYM617731
2	Property: Cambrian Mills, Glanclynwedog, Llanidloes, SY18 6BF
3	Date: 06/11/2023
4	Borrower: Mid Wales Welded Productions Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01566038 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

We hereby certify that this is a true and complete copy of the original

8th November 2023
MILWYN JENKINS & JENKINS LTD
Mid Wales House, Great Oak Street
Llanidloes, Powys SY18 6BN

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

5	<p>Lender for entry in the register: Derek Charles Crowther, Martin Lawrence Crowther, Paul Anthony Crowther and Elizabeth Crowther</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>Cambrian Lodge, Van Road, Llanidloes, SY18 6BF</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>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 06/11/2023 in favour of Derek Charles Crowther, Martin Lawrence Crowther, Paul Anthony Crowther and Elizabeth Crowther referred to in the charges register or their conveyancer.</p>

Additional provisions

9.1 Definitions

"Loan" means £132,000.00.

"Partial Repayment" means any part payment to the Lender.

"Repayment Date" means the earlier of the sale of the Property or the end of the Term.

"Term" means two years from the date of this deed.

9.2 Payment of Loan

In consideration of the Loan now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause.

9.2.1 the Borrower covenants with the Lender to repay the Loan on the Repayment Date or earlier immediately on demand if:-

9.2.1.1 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this security; or

9.2.1.2 any judgment or order made against the Borrower by any court is not complied with within 7 days; or

9.2.1.3 the property of the Borrower becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or

9.2.1.4 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or appointment of a receiver in relation to the property charged by this deed or any other property of the Borrower; or

9.2.1.5 the Borrower makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part 1 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part; or

9.2.1.6 the Borrower becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration; or

9.2.1.7 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower; or

9.2.1.8 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender);

9.2.2 The Borrower may repay the Loan in full prior to the Repayment Date

9.3 Notices

9.3.1 Any notice given under this deed shall be in writing and may be served:

- personally by registered or recorded delivery mail or;
- by any other means which any party specifies by notice to the others

9.3.2 Each party's address for the service of notice shall be his above mentioned address or such other address as he specifies by notice to the others.

9.3.3 A notice shall be deemed to have served:

- if it was served in person, at the time of service and;
- if it was served by post, 48 hours after it was posted.

9.4 Repair and Insurance

9.4.1 The Borrower shall keep the Property in good condition and repair

9.4.2 The Borrower covenants to keep the Property insured against fire, storm, tempest, earthquake, lightning, explosion, riots, civil commotion, malicious damage and such other risks as the Borrower from time to time, acting reasonably, insures against for its full reinstatement value.

9.5 Outgoings

9.5.1 The Borrower shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings which may be or may become imposed upon or payable in respect of the Property or any part of it.

9.6 Costs

9.6.1 The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them)

9.6.2 Without prejudice to the generality of the provisions of the foregoing clause, the Borrower's liability under clause 9.6.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

9.6.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed (including any costs incurred in recovery of possession of the Property from any occupiers for the purposes of exercising the power of sale)

9.6.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

9.6.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

9.6.2.4 any default by the Borrower or in compliance with the obligations imposed by the terms of this security or associated with it;

9.6.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

9.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

9.7 Power of Sale

9.7.1 Section 103 of the law of Property Act 1925 shall apply to this deed.

9.7.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if:

9.7.2.1 any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not;

9.7.2.2 the Borrower fails to comply with any of his obligations under this charge or any charge supplemental to it and the failure (if capable of being remedied) remains unremedied for 28 days after being called to his attention by written notice from the party not in default;

9.7.2.3 the Borrower dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;

9.7.2.4 any execution is levied upon the Borrower goods or on the Property;

9.7.2.5 any steps are taken by any person to enforce any rights in respect of the property; or

9.7.2.6 if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Borrower to the Lender or to any other person or if any money payable to the Borrower under any such other security is not paid within 14 days of the due date.

9.8 Interest

9.8.1 The Lender has the right to charge interest on the Loan at the Bank of England Base Rate plus 3.0% (to not be less than 6.5%)

9.8.2 Whether the Loan be repaid on the Repayment Date or through Partial Repayment, the lender will charge the Interest on the Loan which shall be repayable from the Borrower.

9.8.3 Interest is to be repaid monthly from the date of this charge

9.9 Release

Once the Loan and all other amounts secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security created by this agreement.

9.10 Miscellaneous

9.10.1 If the Borrower fails to perform or observe any of his obligations under this deed the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

9.10.2 The Borrower irrevocably appoints the Lender as his attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it.

9.10.3 Except where the context renders it absurd or impossible every reference to any party to this deed shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

9.10.4 In this deed:

9.10.4.1 words expressed in any gender shall where the context so requires or permits include any other gender;

9.10.4.2 words importing persons shall include bodies corporate and partnerships and other incorporated bodies and visa versa;

9.10.4.3 words expressed in the singular shall where the context so requires or permits include plural

9.10.4.4 where any party is more than one person

9.10.4.5 that party's obligations in this deed shall take effect as joint and several obligations

9.10.4.6 anything in this deed which applies to that party shall apply to all of those persons collectively and each of them separately

9.10.4.7 the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and

9.10.4.8 the receipt of the survivor of joint holders of this deed shall be a good discharge to the Borrower.

9.10.5 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this deed.

References in this deed to anything which any party is required to do or not to do shall include their acts, defaults and omissions, whether:

- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.

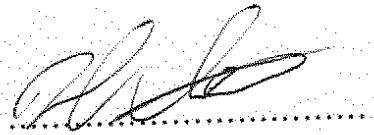
9.8.6 The effect of all obligations affecting the Lender under this deed is cumulative and no obligation shall be limited or modified by any other obligations unless there is in this deed an express limitation or modification.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

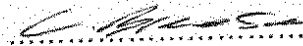
Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a Deed
by Derek Charles Crowther
Acting as Director of
Mid Wales Welded
Productions Limited



In the Presence of:

Witness Signature: 

Witness Name: DAVID CAWTHRON BREEZE

Address: 55 Long Bridge Street

Llanidloes, Powys


SY18 6EF

.....

Executed as a Deed
by Martin Lawrence Crowther
Acting as Director of
Mid Wales Welded
Productions Limited



In the Presence of:

Witness Signature: 

Witness Name: DAVID CAWTHRON BREEZE

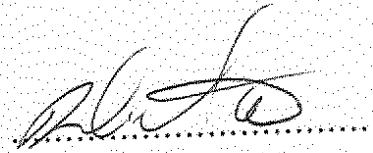
Address: 55 Long Bridge Street

Llanidloes, Powys

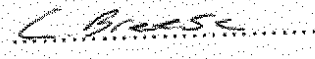
SY18 6EF

.....

Executed as a Deed
by Derek Charles Crowther



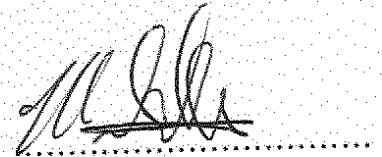
In the Presence of:

Witness Signature: 


Witness Name: DAVID CALLUM BREESE

Address: Richard George & Jenkins Solicitors
55 Long Bridge Street
Llanidloes
Powys SY18 6EF

Executed as a Deed
by Martin Lawrence Crowther



In the Presence of:

Witness Signature: 

Witness Name: DAVID CALLUM BREESE

Address: Richard George & Jenkins Solicitors
55 Long Bridge Street
Llanidloes
Powys SY18 6EF

Executed as a Deed
by Paul Anthony Crowther



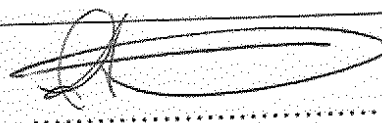
In the Presence of:

Witness Signature: 

Witness Name: DAVID CALLUM BREESE

Address: Richard George & Jenkins Solicitors
55 Long Bridge Street
Llanidloes
Powys SY18 6EF

Executed as a Deed
by Elizabeth Crowther



In the Presence of:

Witness Signature: *C. Breese*

Witness Name: *DAVID CALUM BREESE*

Address: *Richard George & Jenkins Solicitors*
55 Long Bridge Street
Llanidloes
Powys SY18 6EF

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/SC59) 08/23

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: WA568037 & CYM617731
2	Property: Cambrian Mills, Glanclynwedog, Llanidloes
3	Date: 6th November 2023
4	Borrower: Mid Wales Welded Productions Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01566038 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an email address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

5 Lender for entry in the register: Derek Charles Crowther, Martin Lawrence Crowther, Paul Anthony Crowther and Elizabeth Crowther

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:

Cambrian Lodge, Van Road, Llanidloes, SY18 6BF

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

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 6th November 2023 in favour of Derek Charles Crowther, Martin Lawrence Crowther, Paul Anthony Crowther and Elizabeth Crowther referred to in the charges register or their conveyancer'.

9 Additional provisions

9.1 Definitions

"Loan" means £132,000.00.

"Partial Repayment" means any part payment to the Lender.

"Repayment Date" means the earlier of the sale of the Property or the end of the Term.

"Term" means two years from the date of this deed.

9.2 Payment of Loan

In consideration of the Loan now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause.

9.2.1 the Borrower covenants with the Lender to repay the Loan on the Repayment Date or earlier immediately on demand if:-

9.2.1.1 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this security; or

9.2.1.2 any judgment or order made against the Borrower by any court is not complied with within 7 days; or

9.2.1.3 the property of the Borrower becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or

9.2.1.4 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or appointment of a receiver in relation to the property charged by this deed or any other property of the Borrower; or

9.2.1.5 the Borrower makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part 1 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part; or

9.2.1.6 the Borrower becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration; or

9.2.1.7 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower; or

9.2.1.8 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender);

9.2.2 The Borrower may repay the Loan in full prior to the Repayment Date

9.3 Notices

9.3.1 Any notice given under this deed shall be in writing and may be served:

- personally by registered or recorded delivery mail or;
- by any other means which any party specifies by notice to the others

9.3.2 Each party's address for the service of notice shall be his above mentioned address or such other address as he specifies by notice to the others.

9.3.3 A notice shall be deemed to have served:

- if it was served in person, at the time of service and;
- if it was served by post, 48 hours after it was posted.

9.4 Repair and Insurance

9.4.1 The Borrower shall keep the Property in good condition and repair

9.4.2 The Borrower covenants to keep the Property insured against fire, storm, tempest, earthquake, lightning, explosion, riots, civil commotion, malicious damage and such other risks as the Borrower from time to time, acting reasonably, insures against for its full reinstatement value.

9.5 Outgoings

9.5.1 The Borrower shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings which may be or may become imposed upon or payable in respect of the Property or any part of it.

9.6 Costs

9.6.1 The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them

9.6.2 Without prejudice to the generality of the provisions of the foregoing clause, the Borrower's liability under clause 9.6.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

9.6.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed (including any costs incurred in recovery of possession of the Property from any occupiers for the purposes of exercising the power of sale)

9.6.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;

9.6.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;

9.6.2.4 any default by the Borrower or in compliance with the obligations imposed by the terms of this security or associated with it;

9.6.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

9.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

9.7 Power of Sale

9.7.1 Section 103 of the law of Property Act 1925 shall apply to this deed.

9.7.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if:

9.7.2.1 any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not;

9.7.2.2 the Borrower fails to comply with any of his obligations under this charge or any charge supplemental to it and the failure (if capable of being remedied) remains unremedied for 28 days after being called to his attention by written notice from the party not in default;

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9.8 Interest

9.8.1 The Lender has the right to charge interest on the Loan at the Bank of England Base Rate plus 3.0% (to not be less than 6.5%)

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9.8.3 Interest is to be repaid monthly from the date of this charge

9.9 Release

Once the Loan and all other amounts secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security created by this agreement.

9.10 Miscellaneous

9.10.1 If the Borrower fails to perform or observe any of his obligations under this deed the Lender shall be entitled but not obliged to take such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

9.10.2 The Borrower irrevocably appoints the Lender as his attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it.

9.10.3 Except where the context renders it absurd or impossible every reference to any party to this deed shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

9.10.4 In this deed:

9.10.4.1 words expressed in any gender shall where the context so requires or permits include any other gender;

9.10.4.2 words importing persons shall include bodies corporate and partnerships and other incorporated bodies and visa versa;

9.10.4.3 words expressed in the singular shall where the context so requires or permits include plural

9.10.4.4 where any party is more than one person

9.10.4.5 that party's obligations in this deed shall take effect as joint and several obligations

9.10.4.6 anything in this deed which applies to that party shall apply to all of those persons collectively and each of them separately

9.10.4.7 the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and

9.10.4.8 the receipt of the survivor of joint holders of this deed shall be a good discharge to the Borrower.

9.10.5 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this deed.

References in this deed to anything which any party is required to do or not to do shall include their acts, defaults and omissions, whether:

- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.


9.8.6 The effect of all obligations affecting the Lender under this deed is cumulative and no obligation shall be limited or modified by any other obligations unless there is in this deed an express limitation or modification.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a Deed
by Mid Wales Welded
Productions Limited
Acting as Director


STEPHEN JOHN WOOSENCRAFT.

In the Presence of:

Witness Signature: 

Witness Name:

ADRIAN FOULKES
Address: MILWYN JENKINS & JENKINS LTD
..... MID WALES HOUSE
..... LLANIDLOES

SY18 6BN

Executed as a Deed
by Derek Charles Crowther

In the Presence of:

Witness Signature:

Witness Name:

Address:

.....

.....

.....

Executed as a Deed
by Martin Laurence Crowther

In the Presence of:

Witness Signature:

Witness Name:

Address:

.....

.....

.....

Executed as a Deed
by Paul Anthony Crowther

In the Presence of:

Witness Signature:

Witness Name:

Address:

.....

.....

.....

Executed as a Deed
by Elizabeth Crowther

In the Presence of:

Witness Signature:

Witness Name:

Address:

.....

.....

.....

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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