



Registration of a Charge

Company Name: **FARRER & CO TRUST CORPORATION LIMITED**

Company Number: **03426086**



Received for filing in Electronic Format on the: **17/08/2022**

XBALOSV6

Details of Charge

Date of creation: **12/08/2022**

Charge code: **0342 6086 0013**

Persons entitled: **UBS AG**

Brief description: **8 BERKLEY ROAD, LONDON NW1 8YR**

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3426086

Charge code: 0342 6086 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2022 and created by FARRER & CO TRUST CORPORATION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th August 2022 .

Given at Companies House, Cardiff on 19th August 2022

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**



We hereby certify this to be a true copy of the original subject to redaction under S859G of Companies Act 2006.

Eversheds Sutherland (International) LLP
Eversheds Sutherland (International) LLP

We certify this document as a true copy of the original

Eversheds Sutherland

Date: 16/08/2022
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

MORTGAGE DEED (Residential)

ACCOUNT NUMBER: 5565640000	DATE: 12 August 2022
LENDER: (us)	UBS AG acting through its branch at 5 Broadgate, London, EC2M 2AN and its successors and assigns (including any legal or equitable assignee) of this Mortgage Deed whether by way of absolute assignment or by way of security only and those deriving title under it or them
RESIDENTIAL MORTGAGE CONDITIONS: This Mortgage Deed incorporates our Residential Mortgage Conditions (England & Wales, 2020 Edition) (the conditions) and the definitions set out in the conditions will have the same meaning in this mortgage deed (except as set out below). For your own benefit and protection you should read carefully and ensure that you understand the conditions. If you do not understand any point please ask us for further information or take independent legal advice. BORROWER: ADAM RICHARD WILES	
CHARGOR: FARRER & CO TRUST CORPORATION LIMITED (COMPANY NUMBER) 03426086	
PROPERTY: 8 BERKLEY ROAD, LONDON NW1 8YR	
TITLE NUMBER: LN51122	

1. The Borrower and the Chargor each acknowledge having received a copy of the conditions.
2. This mortgage deed secures the mortgage debt owed to us by the Borrower and any other secured debt (which includes any other amounts owed to us by the Borrower from time to time under any agreement entered into with us).
3. Where the legal title to the property is registered at the Land Registry, we and you hereby apply to the Chief Land Registrar to enter a restriction against the title to the property. The restriction is that: 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 12 Aug 2022, in favour of the Lender referred to in the charges register.
4. The Borrower and the Chargor intend to deliver this document as their deed on the date above and it shall only take effect from that date.
5. The Borrower agrees to pay to us when due the mortgage debt and any other secured debt (which includes any other amounts owed to us by the Borrower from time to time under any agreement entered into with us).



6. Except where we have made an obvious mistake a certificate signed by one of our officers as to the amount for the time being due from you to us shall be conclusive evidence for all purposes of the amount you owe us.
7. The Chargor as trustee by direction of the Borrower (to the intent that this mortgage deed shall be a continuing security) hereby charges to the extent of its interest by way of legal mortgage and with full title guarantee and the Borrower hereby with full title guarantee charges and confirms to us the property for the payment in full of the mortgage debt and any other secured debt (which includes any other amounts owed to us by the Borrower from time to time under any agreement entered into with us).
8. Notwithstanding any other provision of this mortgage deed, the liability of the Chargor to us under this mortgage deed shall be:
 - (a) limited in aggregate to an amount equal to that recovered by us as a result of the enforcement of this mortgage deed with respect to the property; and
 - (b) satisfied only from the proceeds of sale or other disposal or realisation of the property pursuant to this mortgage deed, andwe shall not have any recourse under this mortgage deed to any assets of the Chargor other than the property.
9. Our right to sell the property arises on the day after the date of this mortgage deed and we can exercise that right at any time after we have demanded repayment of the mortgage debt as a result of any one or more of the events in condition 23.3 (When can we require you to pay the mortgage debt in full?) happening.
10. The security effected by this mortgage deed shall not be discharged or affected by:
 - (a) any time, indulgence, waiver or consent at any time given to the Borrower or any other person;
 - (b) any amendment to any of the terms or conditions of or variation in the amount of the mortgage debt or any other secured debt;
 - (c) the making or absence of any demand on the Borrower or any other person for payment;
 - (d) the enforcement or absence of enforcement of any of the mortgage debt or any other secured debt or any other security, guarantee or indemnity;
 - (e) the release of any security, guarantee or indemnity provided for in respect of any of the mortgage debt or any other secured debt or any other security, guarantee or indemnity;
 - (f) the insolvency, bankruptcy, liquidation, or administration of the Borrower or the Chargor or any other person; or
 - (g) any other matter or thing whatsoever other than the written release by us of the security effected by this mortgage deed.
10. In this mortgage deed, you means the Borrower and the Chargor and each such person's successors in title (that is, anyone who takes over that person's legal rights and duties, for example, a personal representative if that person dies).
11. In the conditions, the definition of you and your in condition 37.1 is amended so as to read as follows:

"You and your means each person named as



- (a) the Borrower, and
- (b) in respect of conditions 3.1 to 3.7 inclusive, 17 (to the extent applicable), 18.3 to 18.8 inclusive, 20, 21, 24.1 (other than 24.1.2), 24.3 to 24.6 inclusive, 27, 28 (to the extent applicable), 29, 32, 35 (other than 35.6 and 35.7), 36, 37 (to the extent applicable) and the Schedule (to the extent applicable) and any other provision which relates to the property or the legal charge, the Chargor

in the mortgage deed and all of them together if there is more than one of them, including each such person's successors in title (that is, anyone who takes over that person's legal rights and duties, for example, a personal representative if the original Borrower or Chargor dies).

Each of you who is a Borrower is responsible for the full amount of the mortgage debt if there is more than one of you."

YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP REPAYMENTS ON A MORTGAGE OR OTHER LOAN SECURED ON IT.

YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE BEFORE EXECUTING THIS DEED.

EXECUTED AS A DEED BY EACH BORROWER AND CHARGOR

EXECUTED as a Deed by)
Adam Richard Wiles)
In the presence of:)

Witness

Signature

Name

Address

.....

.....

Executed as a deed by

Name BRYONY LOUISE ANDRÉE COYE
(name of director of corporate trustee)

Director of Farrer & Co Trust Corporation Limited
(name of corporate trustee)

© UBS 2011. The key symbol and UBS are among the registered and unregistered trademarks of UBS. All rights reserved.



Signature

Redacted - Eversheds Sutherland
(International) LLP

(signature of director of corporate trustee)

for and on behalf of the

Name of Farrer & Co Trust Corporation Limited
trust

Address of 66 Lincolns Inn Fields, London, WC2A 3LH
trust

In the presence of:

Witness
signature

Redacted - Eversheds Sutherland
(International) LLP

Name

CHARIS OYENDEN

Date

Address

Redacted - Eversheds Sutherland
(International) LLP