



Registration of a Charge

Company name: **A WYER HOLDINGS LTD**

Company number: **11447328**



X9IP8FT5

Received for Electronic Filing: **27/11/2020**

Details of Charge

Date of creation: **26/11/2020**

Charge code: **1144 7328 0003**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **58 PEMBROKE ROAD, ERITH, DA8 1BZ 58A PEMBROKE ROAD, ERITH, DA8 1BZ**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CONNOR BOURKE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11447328

Charge code: 1144 7328 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2020 and created by A WYER HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2020 .

Given at Companies House, Cardiff on 30th November 2020

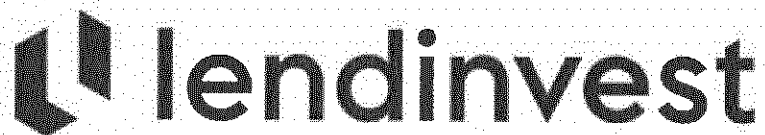
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House

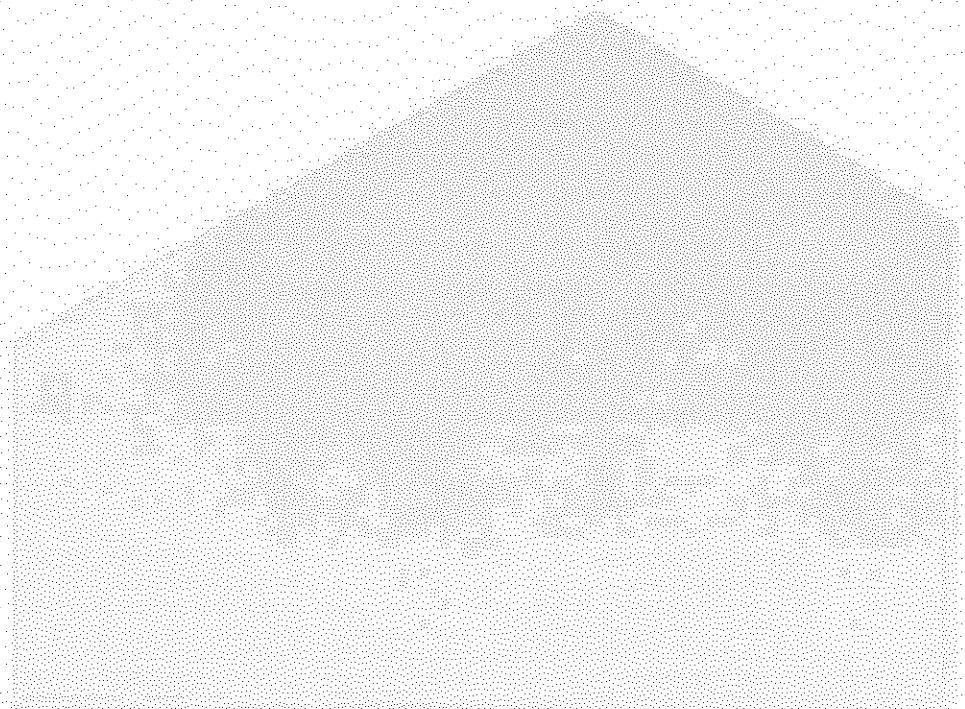


**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**



LendInvest Mortgage Deed

England & Wales (Bridge Finance)



THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. WE MAY BECOME ENTITLED TO ENFORCE OUR RIGHTS AGAINST THE PROPERTY IF YOU FAIL TO PAY THE MONIES OWED UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on 26 November 2020

By this legal mortgage made by you:

BOX A (Borrower details)

A Wyer Holdings LTD
of
51 Cantelupe Road, Bexhill-On-Sea, TN40 1HZ
with registered number 1447328

in favour of us, LendInvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JJ, you charge the *Property* to secure *your* liabilities to the *Secured Parties* on the terms which appear in this *Mortgage Deed* (including the *Mortgage Conditions*).

BOX B (Description of the freehold/leasehold property to be mortgaged)

Address of Property

- 1) 58 Pembroke Road, Erith, DA8 1BZ
- 2) 58a Pembroke Road, Erith, Kent, DA8 1BZ

Registered Land

Title Number(s)	1) SGL535069 2) SGL532462
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Unregistered land

The Property is comprised in the following deed(s):

Date	Description of deed(s)	Parties
Not applicable	Not applicable	Not applicable

- (1) This *Mortgage Deed* incorporates the General Mortgage Conditions (2017) (the **Mortgage Conditions**). *You* acknowledge that *you* have received a copy of the Mortgage Conditions and agree that *you* will observe and perform them.
- (2) Terms in italics used in this *Mortgage Deed* are defined in or, as applicable, interpreted in accordance with, the Mortgage Conditions.
- (3) *You* undertake to pay *us*, on demand, the amounts outstanding in respect of the *Debt* when they become due.
- (4) As continuing security for the payment and discharge of the *Debt* with full title guarantee:
 - (A) *you* charge to *us*:
 - (i) by way of legal mortgage, the *Property*;
 - (ii) by way of fixed charge to the extent not effectively assigned under sub-paragraph (4)(B) below:
 - (a) all *your Insurance Policy Rights*;
 - (b) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*;
 - (c) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*; and
 - (iii) by way of fixed charge all *Authorisations* and all rights in connection with those *Authorisations*;
 - (B) *you* assign to *us* absolutely (subject to such rights being re-assigned to *you* at the end of the *Security Period*):
 - (i) all of *your Insurance Policy Rights*;
 - (ii) any *Rental Income* and the benefit of any guarantee or security in respect of that *Rental Income*; and
 - (iii) the benefit of each *Property Document* and the benefit of any guarantee or security for the performance of each *Property Document*,
- provided that nothing in this sub-paragraph (4)(B) shall constitute *us* as mortgagee in possession.
- (5) Subject to the terms of the *Mortgage Documents*, the *Lender* under the applicable *Loan Agreement* is under an obligation to make further advances in accordance with Section D of the Mortgage Conditions and LendInvest Security Trustees Limited (as security trustee for the Lender) applies for that obligation to be entered in the register at the Land Registry.
- (6) *You* consent to an application being made by *us* to the Land Registry for the following restriction to be registered against the title to the *Property*:



"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 26/11/2020 in favour of LendInvest Security Trustees Limited referred to in the charges register."

You also consent to us registering any priority arrangements applicable to the Mortgage Deed at the Land Registry which will then be publicly available.

This *Mortgage Deed* has been executed as a deed and is delivered and takes effect on the date stated at the top of the first page of this *Mortgage Deed*.

EXECUTION PAGE TO MORTGAGE DEED

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Where you are a limited company and are signing by a director in the presence of a witness

Executed as a deed by A Wyer Holdings LTD
acting by its Director

Andrew Wyer
Name of Director

[Signature]
Signature of Director

In the presence of a witness:

Witness signature [Signature]

Witness name ABUBAKAR K. SIYOWA

Witness address **LIBERTY WALL SOLICITORS LLP**
Office 2, 4th Floor Boardman House
64 The Broadway Stratford
London E15 1NT
Tel: 02081254173; 02033724703 Fax: 02081254172
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Witness occupation SOLICITOR