

Registration of a Charge

E.D.M. PROPERTIES LIMITED Company Name:

Company Number: 12095090

Received for filing in Electronic Format on the: 08/03/2024

Details of Charge

Date of creation: 07/03/2024

Charge code: 1209 5090 0003

Persons entitled: LENDINVEST SECURITY TRUSTEES LIMITED

Brief description: 46 BUCKINGHAM ROAD, MORECAMBE, LA4 4QR WITH TITLE NUMBER

TO BE ALLOCATED BY HM LAND REGISTRY.

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

I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED Certification statement:

AS PART OF THIS APPLICATION FOR REGISTRATION IS A

CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12095090

Charge code: 1209 5090 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th March 2024 and created by E.D.M. PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2024.

Given at Companies House, Cardiff on 14th March 2024

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







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

~ m

day of March 2024

By this legal mortgage made by you:

BOX A (Borrower details)

E.D.M. PROPERTIES LIMITED

of

86 Bexhill Road,

Brockley,

London,

United Kingdom,

SE4 1SL

with registered number 12095090

in favour of us, Lendlnvest 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*).

mortgaged)		
Address of Property		
46 Buckingham Road	, Morecambe, LA4 4QR	
Registered Land	The second secon	
Title Number(s)	AND AND THE PROPERTY AND THE STATE OF THE PROPERTY OF THE PROP	HI GOOD HET EN HET EN
Unregistered land	B is a later to the contrast of the B is a superior of B is a	
The Property is com	prised in the following deed(s):	a anamakan seriperangan ang ang ang ang ang ang ang ang an
The Property is com Date	prised in the following deed(s): Description of deed(s)	



Form of charge filed at H M Land Registry under reference MD1494A

- (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 the proprietor for the time being of the charge dated 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

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS AND YOU MAY BECOME LIABLE TO PAY MONEY TO US IN PLACE OF, OR AS WELL AS, THE BORROWER. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

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

Name of Director HMAS WHA In the presence of a wi		Signature of Director
Witness signature	NBzanol	\$ ************************************
Witness name	Nicde Bu	and.
Witness address	53.ndgew Cleskam	ay load
Witness occupation	aires	

Executed as a deed by E.D.M. PROPERTIES LIMITED

acting by its Director