

MR01

Particulars of a charge



A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

107626/13

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where there is n
instrument Use form MR08

WEDNESDAY



A2G7PW9C

A09

04/09/2013

#19

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

1 Company details

Company number

0 0 2 3 6 5 9 4

Company name in full

THE SOUTH LONDON CHURCH FUND AND SOUTHWARK DIOCESAN
BOARD OF FINANCE

For official use

7

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

d2 d8 m0 m8 y2 y0 y1 y3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name

THE CHURCH COMMISSIONERS FOR ENGLAND

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

All that freehold land comprised in title number SY577029 registered at HM Land Registry and being land and buildings to the east of Reigate Road, Hookwood, Charlwood and known as 'Jamila'

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒ [x]

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Wickworm Sherrard*

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Winckworth Sherwood LLP

Address MINERVA HOUSE

5 MONTAGUE CLOSE

Post town

County/Region LONDON

Postcode

S

E

1

9

B

B

Country UK

DX 156810 London Bridge 6

Telephone 020 7593 5000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☒ [X] The company name and number match the information held on the public Register
- ☒ [X] You have included a certified copy of the instrument with this form
- ☒ [X] You have entered the date on which the charge was created
- ☒ [X] You have shown the names of persons entitled to the charge
- ☒ [X] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [X] You have given a description in Section 4, if appropriate
- ☒ [X] You have signed the form
- ☒ [X] You have enclosed the correct fee
- ☒ [X] Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 236594

Charge code: 0023 6594 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th August 2013 and created by SOUTH LONDON CHURCH FUND & SOUTHWARK DIOCESAN BOARD OF FINANCE(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th September 2013

Dt.

Given at Companies House, Cardiff on 5th September 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We hereby certify this to be
a true copy of the original

S. Clements / 28/8/13.
Winckworth Sherwood LLP
Minerva House
5 Montague Close
London SE1 9BB

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

MORTGAGE DEED

Date 28th August 2013 ✓

The Commissioners: The Church Commissioners for England ✓
of Church House, Great Smith Street
Westminster London SW1P 3AZ

The Borrower: The South London Church Fund and Southwark ✓
Diocesan Board of Finance the registered office of
which is at Trinity House, 4 Chapel Court, Borough
High Street, London SE1 1HW (Company
Registration no 00236594 Charity Registration
number 249678)

The Property: 'Jamila', Oakway, Reigate Road, Hookwood, Surrey RH6
0AP

Land Registry District Mole Valley, Surrey Title No SY577029

1 Definitions:

In this mortgage, unless the context otherwise requires, the
expressions in heavy type below have the meaning set out beside
them

the Borrower means the Borrower named above and any person
deriving title under the Borrower or entitled to redeem this mortgage

the Loan: £150,000.00 which has been paid to the Borrower by the
Commissioners

the Base Value for the Loan: £293,000 00 which may be varied by
written agreement between the Commissioners and the Borrower and

for any further advance means the Base Value agreed between the Commissioners and the Borrower in writing for any such advance

the Interest Rate: initially 4% per annum, variable under Clause 4 2

the Market Rate: means 2 percentage points above the Interest Rate for the time being payable pursuant to this deed

the Occupier: Gail Ashton

2 Mortgage

The Borrower with full title guarantee charges the Property by way of legal mortgage with payment of all moneys payable to the Commissioners by the Borrower under this mortgage

3. Repayment

3 1 The Borrower will discharge the Loan and any further advance made on the security of this mortgage (by payments calculated as provided below) and any other sums outstanding on the security of this mortgage on the first to occur of the following events -

3 1 1 the completion of a sale of the Property

3 1 2 the expiry of six months notice to repay, which the Commissioners may give to the Borrower at any time

3 1 3 the expiry of seven days' notice to repay, which the Commissioners may give to the Borrower at any time when there is any uncorrected breach of any of its obligations under this mortgage

3 1 4 the expiry of three months after the occupier has vacated the Property or such longer period as the Commissioners may in their absolute discretion agree

3 2 The Borrower may wholly or partially discharge this mortgage at any time

3 3 The amount which the Borrower must pay to discharge the Loan or any further advance shall be calculated by multiplying the debt to be discharged by the Current Value of the Property divided by the Base Value for that debt

- 3 4 The Current Value means the current open market value of the Property (including any improvements made without the consent of the Commissioners but less the legal and agents fees reasonably and properly incurred in connection with the sale of the Property) with vacant possession fixed under this clause not more than three months before the relevant repayment on the assumption that all the Borrower's obligations under this mortgage have been fulfilled Provided that if the Property is sold pursuant to a contract made before this mortgage is discharged then the Current Value shall be the greater of the price payable under that contract and the current open market value of the Property determined under this clause
- 3 5 To determine the Current Value the Borrower will obtain and within a sufficient period but at least fourteen days before the repayment is due (or as soon as possible after a demand under clause 3 1 3) submit to the Commissioners a report which complies with section 36 of the Charities Act 1993 from a suitably qualified person together with a valuation prepared by a local estate agent (not being an agent who is engaged to market the Property) on the Current Value
- 3 6 If the Commissioners do not accept the Current Value proposed by the Borrower and the Commissioners and the Borrower cannot after discussion agree a sum for the Current Value or if the Borrower does not duly submit a report and valuation the Current Value shall be determined by an expert valuer appointed by agreement between the parties within ten days of service of a written notice by either party nominating a valuer for the purpose of this clause or failing such agreement appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors
- 3 7 The Borrower will allow the appointed valuer to inspect the Property inside and outside on twenty-four hours' notice
- 3 8 The Commissioners may exercise their power to sell the Property without first determining the Current Value which shall then be taken to be the same as the sale price

- 3 9 The Commissioners shall not be bound to accept a repayment calculated on a Current Value fixed more than three months before the repayment is made and may if the Borrower tenders or proposes to tender such a repayment require the Borrower to recommence the procedure for determining the Current Value

4. Interest

- 4 1 The Borrower will on the 31 March, 30 June, 30 September and 31 December of each year pay interest at the Interest Rate from time to time payable on the Loan and on any further advance respectively
- 4 2 The Commissioners may vary the Interest Rate in January of each year by the percentage increase in the Retail Prices Index for the twelve month period preceding each such January

5 Repairs Maintenance Alterations and Improvements

- 5 1 The Borrower will keep the Property in good and substantial repair and condition and complete any unfinished buildings or works at any time on the Property and in a good and workmanlike manner and without delay
- 5 2 The Borrower will on twenty-four hours' notice permit the Commissioners by their employees or agents to enter (without becoming liable as mortgagee in possession) the Property to see its state of repair and condition or to carry out or complete any repairs or other work which may be necessary to put the Property in good and substantial repair and condition
- 5 3 The Borrower will not without the consent in writing of the Commissioners make or allow to be made any improvement or alteration or addition to the Property

6. Insurance

- 6 1 The Borrower will keep the Property insured against all risks normally insured against for the full cost of reinstatement or such other sum as the Borrower may from time to time require in the joint names of the Borrower and the Commissioners with the Ecclesiastical Insurance Office plc or other reputable insurance company and will pay all premiums and other sums necessary to maintain the insurance when

due and produce to the Commissioners whenever required to do so the relevant policy or policies and the receipts for every such payment

- 6 2 The Commissioners shall have power to settle and adjust any claim against the insurers and any money receivable by the Commissioners or the Borrower on any insurance of the Property shall at the option of the Commissioners be applied either in or towards making good the loss or damage or in or towards the repayment of any sum secured by this mortgage

7 Use and Occupation

- 7 1 The Borrower will not permit the Property to be used otherwise than as the main residence of the Occupier
- 7 2 The Borrower will not allow the Property to be used other than as a single private dwellinghouse
- 7 3 The Borrower may grant a licence to the Occupier to occupy the Property but otherwise will not without the consent in writing of the Commissioners (which the Commissioners may in their absolute discretion refuse or grant on such conditions as they see fit) be entitled to exercise the power of leasing or agreeing to lease or of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or give to any person any contractual or other licence, right or interest to occupy or live in the Property or any part of it

8. Obligations to Others

- 8 1 The Borrower will duly observe and perform all covenants and agreements (including the tenant's covenants in any lease under which the Borrower holds the Property) and all restrictions and obligations arising under town and country planning or other legislation from time to time affecting the Property and pay all existing and future rents rates taxes and other outgoings payable in respect of the Property or any part of it
- 8 2 The Borrower will within seven days send the Commissioners a copy of any notice, order or proposal affecting the Property which passes

between the Borrower and either any competent authority or (if the Property is leasehold) the landlord

9 Sale

9 1 The Commissioners shall have and may exercise the mortgagee's statutory powers of sale and of appointing a receiver as soon as this mortgage is executed

9 2 The Borrower gives the Commissioners an irrevocable Power of Attorney to transfer to any person to whom the Commissioners have sold the Property in the exercise of their power of sale any share or interest held by the Borrower as owner or lessee of the Property in any residents' society or management company

10 Dealings with the Property

The Borrower will not without the consent in writing of the Commissioners transfer or convey the title to the Property or claim an extended lease of the Property and the Borrower and the Commissioners apply to the Chief Land Registrar to enter a restriction to that effect against the title of the Property

11 Enforcement and Expenses

11 1 If the Borrower fails to observe any of the terms of this mortgage the Commissioners may, if they so wish, remedy the failure or cause it to be remedied

11 2 The Borrower will on demand fully indemnify the Commissioners in respect of all expenses and costs incurred by the Commissioners in remedying any such failure or in protecting the title of the Commissioners or the Borrower to the Property or in enforcing this mortgage with interest at the Market Rate from the date of expenditure until repayment by the Borrower

12 Notices

Any notice to be given to the Borrower for the purposes of this mortgage may be sent by ordinary first class post to the registered office of the Borrower and if not returned shall be deemed to have been received by the Borrower on the second day after posting

13 Capacity

- 13 1 The Borrower certifies that execution of and the observance of the Borrower's obligations under this mortgage does not and will not contravene any of the provisions of its constitution
- 13 2 The Property charged is held by or in trust for the Borrower, a non-exempt charity, and this charge (*or mortgage*) is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply
- 13 3 The Borrower certifies that it has power under its trusts to effect this charge and that it has obtained and considered such advice as is mentioned in section 124(2) and (3) of the said Act

14 Registration

- The Borrower covenants with the Commissioners that the Borrower will
- 14 1 forthwith after completion of this charge register the same at the Land Registry in the Charges Register of the title to the Property and with the Registrar of Companies and will provide to the Commissioners evidence of the completion of such registration
- 14 2 request and direct the Chief Land Registrar to register title to the Property subject to a restriction in relation to the Property to the following effect

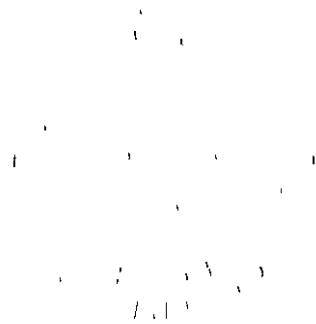
"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the secretary of the Church Commissioners for England care of The Official Solicitor Church House Great Smith Street London SW1P 3NZ or their conveyancer"

15. Terms and Conditions for Value Linked Loans

- 15 1 The Borrower confirms and acknowledges that this loan is made on the Commissioners terms and conditions for Value Linked Loans in connection with clergy marriage breakdowns for the time being in force A copy of the current terms and conditions reference VLL4 are annexed hereto The Borrower agrees that these terms and conditions apply to this loan as if they had been fully set out herein except in so

far as any term or condition is inconsistent with any provisions of this deed in which case the terms and conditions will prevail

Executed as a Deed by affixing the Common Seal
Of the South London Church Fund and Southwark Diocesan Board of
Finance
In the presence of



Secretary

A handwritten signature in dark ink, appearing to be 'M. K.', is written over the 'Secretary' label.

Member

A handwritten signature in dark ink, appearing to be 'D. K.', is written over the 'Member' label.

Member

A handwritten signature in dark ink, appearing to be 'S. J. Webb', is written over the 'Member' label.

OCCUPIER'S DECLARATION

(in form for endorsement on the mortgage)

I realise that this document is a Mortgage Deed and that if the Borrower named in it fails to make the proper payments and observe the conditions of the Mortgage Deed the Commissioners will be entitled to seek possession of the Property and I will be required to leave so that the Property can be sold and the proceeds used to repay the mortgage debt

I declare that as against the Commissioners I do not have and will not assert any interest or right to reside in the Property described in the Mortgage Deed and I request the Commissioners to lend to the Borrower on that basis

I realise that if I have any doubts about signing this declaration or feel uncertain about my position I should seek independent legal advice before signing this declaration

DATED this 16th day of August 2013

Print Name GAIL ASHTON

Sign 