

202878 / 23.

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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 no
instrument. Use form MP

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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

☒ You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the origi**

WEDNESDAY



A833AWOJ

A09

27/11/2019

#39

COMPANIES HOUSE

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

→ **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 d 2 d 6 m 1 m 1 y 2 y 0 y 1 y 9 ✓

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 Reliance Bank Limited ✓

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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Leasehold Property known as 8 Naylor Road Peckham London SE15 1BE registered under Title Number TGL336586

✓

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ **Yes**

✓

☐ **No**

8

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.

☐

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

Force (Solicitor)

X

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

MR01

Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Laura Joyce

Company name Perfectly Legal LLP

Address Greyhound House

23/24 George Street

Post town Richmond

County/Region Surrey

Postcode T W 9 1 H Y

Country UK

DX 100270 Richmond 2

Telephone 0203 034 0650

**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:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ 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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 236594

Charge code: 0023 6594 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2019 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 27th November 2019.

Given at Companies House, Cardiff on 30th November 2019




Companies House



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

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


PERFECTLY LEGAL LLP
Third Floor Greyhound House
23/24 George Street Richmond Surrey
TW9 1HY

Dated 26 November 2019

The South London Church Fund
and Southwark Diocesan Board of Finance

- to -

RELIANCE BANK LIMITED

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage over the Property described in the First Schedule and other assets. You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a Bank official.

- The Bank will hold this Mortgage as security for all debts owed to the Bank by the person, persons or entity named in this Mortgage as "the Borrower" and/or your liabilities to the Bank as set out in this Mortgage.
- This means that if any of the Borrower's debts and/or your other liabilities are not paid when due, the Bank can take possession of the Property and other assets, sell them and put the money from the sale towards the Borrower's debts and/or your liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that the Bank has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally the Bank will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given or may give in the future to the Bank - for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by the Bank on the Borrower's behalf.
- If there is more than one Borrower, this Mortgage is held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to the Bank or which may be given in the future.
- This Mortgage contains other terms which affect you.

This Mortgage is an important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Checker's

Initials

This Legal Charge made the 26

day of November

2019

BETWEEN

- (1) THE SOUTH LONDON CHURCH FUND AND SOUTHWARK DIOCESAN BOARD OF FINANCE company registration number 236594, charity number of which is 249678 ('the Mortgagor') and the registered office of which is Trinity House, 4 Chapel Court, Borough High Street, London SE1 1HW, and
- (2) RELIANCE BANK LIMITED the registered office of which is at Faith House, 23-24 Lovat Lane, London, EC3R 8EB and the company registration number of which is 68835 ('the Bank')

to secure the debt of

- (3) THE PAROCHIAL CHURCH COUNCIL of the ECCLESIASTICAL PARISH of CHRIST CHURCH CAMBERWELL the charity number of which is 1138005 ('the Borrower')

1. Definitions and Interpretation

- "Bank" means Reliance Bank Limited and any person who is entitled at any future date to exercise all or any of the Bank's rights under this Mortgage;
- "you" means any and all persons named above as the Mortgagor, and words such as "your", "yours" etc. should be read in this way. If there is more than one of you, the obligations under this Mortgage apply to each of you individually as well as jointly;
- "Borrower" means all and any persons named above as the Borrower;
- "Mortgage" means this deed;
- "Property" means the whole or any part of the property described in the First Schedule to this Mortgage and includes all buildings, fixtures and fittings now or at any time after the date of this Mortgage on the Property, including your beneficial interest in the Property or the sale proceeds, subject only to the other mortgages or matters (if any) mentioned in the Second Schedule;
- "Assets" means anything and everything charged, assigned or transferred by clause 5 (a) below;
- "the 1925 Act" means the Law of Property Act 1925;
- "the 2011 Act" means the Charities Act 2011;
- The headings are used for guidance only;
- any reference to a person includes a body corporate;
- any reference to any statute, or any section of any statute, includes reference to any statutory modification or re-enactment of it for the time being in force;
- references to the singular include the plural and vice versa

The Main Subject Matter of this Mortgage

The Debt which is secured on the Property and other assets

2. This Mortgage is continuing security for the whole and each and every part of the debt mentioned in clause 3 below ("the Debt")

3. The Debt is:-

- (a) all money and liabilities whatever, whenever and howsoever incurred whether with or without your knowledge or consent and whether now or in the future becoming due from the Borrower to the Bank.

This includes but is not limited to, (whether as originally given or subsequently varied, extended or increased in any way):-

- overdrafts, personal and other loans or facilities and further advances of money;
- guarantees and indemnities to the Bank and any of the borrower's other contingent liabilities;
- discount, commission and other lawful charges and expenses;
- interest in accordance with any agreement between the borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the borrower at an annual rate of 5% above the Bank's base rate from time to time computed daily and compounded monthly according to the then current practice of the Bank. Interest as above applies before and after any demand or judgement;

- (b) the money agreed to be paid by you under clause 27 below;

- (c) any amount due under the indemnity in clause 38 (b) below;

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

- (d) the Bank confirms that there is an obligation to make further advances on the security of the charge and applies to the registrar for a note to be entered in the register to that effect

The Borrower

4. (a) If there is more than one person named as Borrower above, this Mortgage secures the Debt of them jointly and of each of them individually and of all or any of them with any other person
- (b) If the Borrower comprises a partnership or trustee of a trust (if named above) the Borrower includes all persons from time to time being partners in that partnership or from time to time being trustees of that trust notwithstanding:-
- any change in constitution or name of that partnership or trust;
 - any amalgamation with any other person; or
 - any death, retirement or addition to any of the partners or trustees
- (c) If the Borrower is a company incorporated under the Companies Act 1985, the Borrower also charges all moveable plant, machinery, implements, building materials, furniture and equipment now or from time to time placed on or used in or about the Premises by way of floating security for payment of all money covenanted to be paid by the Borrower under this charge, and the definition of the Premises is to be construed accordingly.
- (d) Covenants with the Mortgagee to observe the terms of this mortgage deed and duly indemnifies the Mortgagee of any breach of those terms by the Borrower.

The Legal Charge and assignment

5. (a) With full title guarantee, you charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security with the payment and discharge of the Debt:
- the Property;
 - the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - any shares or membership rights mentioned in clause 7 below;
 - any goodwill of any business from time to time carried on at the Property;
 - any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
 - any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.
- (b) The Bank agrees to re-assign or transfer back the Assets when the Debt has been repaid and the Bank is no longer under an obligation to provide the facilities as mentioned in clause 37 below.

Restriction at the Land Registry and Preserving the Bank's Security

6. (a) So far as the Property is registered at HM Land Registry, you apply to HM Chief Land Registrar to enter the following restriction on the Proprietorship Register:-
- "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 26/11/2019 in favour of Reliance Bank Limited referred to in the Charges Register"
- (b) You must not, without the Bank's written consent, at any time create or allow any other mortgage, charge or burden in relation to the assets

Management Companies and Shares

7. If you are a member of a management company for the Property, you must deposit any share or membership certificate(s) with the Bank together with a corresponding signed share or membership transfer form(s)

What you agree in relation to the Property

Insuring the Property

8. You must insure the Property and (in the case of business premises) any plant and machinery on it on terms, and with an insurer, as the Bank reasonably requires (and if the Bank makes no requirement, in accordance with prudent practice) as follows:-
- the policy must remain in force until this Mortgage is released;
 - you must pay all premiums immediately they become due;
 - the Bank or Bank's interest must be noted on the policy or the policy held in the joint names of you and the Bank, as the Bank requires;
 - if the Bank requires, you will produce to, or deposit with, the Bank the policy and the receipts for all premiums and other payments;
 - you must not do anything which adversely affects any insurance or which may increase the premium, and
 - all money at any time payable under any policy must be paid to, or held on trust for, the Bank. The Bank may apply this money in any one or more of the following ways:-
 - subject to the Bank's rights to place money in a suspense account, in or towards reduction or discharge of the Debt;
 - in making good the insured damage;
 - recouping expenditure in respect of the loss or damage for which the money is received.

Looking after the Property

9.

- a. You must keep the Property and any plant and machinery on it in good repair and condition;
- b. You must not neglect the Property or do anything else to reduce its value;
- c. You must not, without the Bank's written consent:-
 - i. pull down or remove the whole or any part of any building or remove or detach any fixture or fitting; or
 - ii. remove or detach any plant or machinery which belongs to, or is used by, you (except for repair or replacement).
- d. If you, or anyone else, removes or detaches any fixture, fitting, plant or machinery, or if any is destroyed or damaged, you must immediately repair or replace it with one of the same or better quality;
- e. Nothing in this clause requires you to make good damage which is insured where the Bank has received and applied the insurance proceeds other than in making good that damage;
- f. You must permit the Bank to enter upon all buildings, erections or structures forming part of the Premises (without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of them. The Bank may call for a valuation of the property at your expense at any time the Bank reasonably requires;
- g. You must not make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being
- h. forming part of the Premises or put up or erect any new buildings without the previous consent in writing of the Bank, or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Bank in writing (such consent not to be unreasonably withheld or delayed);
- i. You must observe and perform all covenants, conditions, agreements or obligations on his part to be observed and performed contained in any lease under which the Premises are held by him, and must enforce observance and performance of the landlord's covenants in any such lease.
- j. If the Borrower receives any notice served under section 146 of the Act, or any proceedings for forfeiture of his lease or any superior lease are commenced, or the landlord or any superior landlord attempts to re-enter under the provisions of his lease, he must give immediate notice in writing to the Bank and at the request of the Bank, but at the expense of the Borrower, take such steps as the Bank may require.

Use of the Property

10.

- (a) You must carry on any trade or business carried on at the Property in accordance with standards of good management current from time to time in the trade or business and in accordance with its authorised planning use
- (b) You must carry on any agricultural use of the Property in accordance with standards of good husbandry current from time to time.
- (c) You must not, without the Bank's consent:-
 - carry out any development as defined in the Town and Country Planning Act 1990; or
 - make or allow any change of use.

Your other responsibilities

11.

- (a) You must comply with all obligations affecting the Property from time to time
- (b) You must immediately pay all rent and service charges and comply with all obligations under any lease of the Property.
- (c) If the Bank reasonably requires, you must produce evidence sufficient to satisfy the Bank that you have complied with (a) and (b) above.
- (d) You must comply with all statutory and other regulations affecting the Property.
- (e) If you receive or become aware of any notice or proposal affecting the Property or its neighbourhood:-
 - you must inform the Bank immediately, and
 - if the Bank reasonably requires, you must at your own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Bank in making objections or representations.

Inspection and valuation of the Property

12.

You will allow the Bank, its agent or surveyor or any person authorised by it, to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency). The Bank may call for a valuation of the Property at your expense at any time the Bank reasonably requires.

Safeguarding the Bank's Security

13.

- (a) You must not, without the Bank's written consent:-
 - agree to, or give, any licence or tenancy affecting the Property;
 - exercise the powers conferred by sections 99 or 100 of the Law of Property Act 1925 (relating to grant and surrender of leases);
 - in any other way agree to, or dispose of, or create, any legal estate or equitable interest in the Property;
 - negotiate, settle or waive any claim for loss, damage or other compensation affecting the Property, for example, compulsory purchase;
- or
- (b) You must do everything in your power to prevent:-
 - any other person from being registered under the Land Registration Acts 2002 as proprietor of the Property and you will be liable for the expense incurred by the Bank in lodging from time to time cautions against the registration of title to the Property; and
 - any person from becoming entitled to claim any right over the Property.
- (c) You must do everything necessary to help the Bank to:-
 - confirm or protect its interest in the Property; and
 - exercise any of its rights under this Mortgage.

This includes immediately signing and delivering documents or doing anything else the Bank reasonably requires, whether or not the Bank's right to sell the Property has arisen

When this Mortgage becomes enforceable

14. You agree that any of the Debt which is in sterling is due and payable to the Bank on demand, unless the Bank has agreed with the Borrower to the contrary.
15. This Mortgage shall become enforceable upon notice to you if:-
- the Debt or any part of it is not paid or discharged when due;
 - you are in breach of any of your obligations under this Mortgage;
 - you or the Borrower enter into any composition or arrangement with creditors or are made bankrupt or any step is taken for your or the Borrower's administration, receivership, winding up (except with the Bank's written consent for the purpose of reconstruction or amalgamation only) or dissolution or similar proceedings are taken against you or the Borrower;
 - any one seeks to, or takes possession of, or seeks to enforce, or enforces, any security affecting the Assets or if anything else happens which might adversely affect the security given by this Mortgage; or
 - any other event occurs that makes this Mortgage (or any other security for the Debt) enforceable or the Debt becomes due;
- and when any of the above has occurred (whether or not it is continuing) and at any time afterwards, the powers of sale and of appointing a receiver conferred by section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Bank in respect of the Assets free from the restrictions contained in section 103 and 109 of that Act.
16. If the Bank enters into possession of the Assets, it will not be accountable to you as a mortgagee in possession.

Appointment and powers of a Receiver

17. Any receiver appointed by the Bank under this Mortgage will be your agent and you will be solely responsible for the receiver's acts, remuneration and defaults. Any receiver may be appointed, removed or replaced by the Bank as it may from time to time think fit.
18. In addition to all the powers given by the Law of Property Act 1925, the receiver shall have power:-
- (a) to sell, exchange, lease or in any other way dispose of the Assets in the manner and generally on the terms the receiver thinks fit in your name and on your behalf;
 - (b) to do anything an absolute owner could do with the Assets, including:-
 - to take possession of, and ~~control~~ the Assets and any plant and machinery and for that purpose to take any proceedings in your name or otherwise;
 - to borrow money as the receiver may require;
 - to compromise or settle any claims arising out of, or against, the Assets;
 - to undertake or complete any works of repair, building or development on the Property;
 - to give or to accept surrenders of any leases, licences or tenancies affecting the Property on the terms, and subject to, the conditions the receiver thinks fit;
 - to carry on any trade or business, including farming, as has from time to time been carried on at the Property;
 - to provide services and employ or engage managers, contractors and other personnel and professional advisers on terms the receiver believes expedient;
 - to make elections for value added tax purposes as the receiver thinks fit;
- to do anything the Bank has power to do under this Mortgage;
and any indebtedness or expenditure incurred as above shall be expenses of the receiver.
- (c) to charge remuneration (in addition to all costs, charges and expenses incurred) as the Bank may from time to time agree with the receiver;
19. The receiver shall apply all money received:-
- first, in discharge of all rents, taxes rates and other outgoings of whatever kind affecting the Assets;
 - second, in keeping down all annual sums or other payments and the interest on all principal sums having priority to the Debt;
 - third, in paying the receiver's remuneration and discharging all costs, charges and expenses incurred by the receiver; and shall then pay the balance of the money to the Bank and the provisions of section 109 (6) and (8) of the Law of Property Act 1925 shall be varied accordingly.

Power of Attorney

20. You irrevocably appoint the Bank, and/or each and every receiver appointed by the Bank, as your attorney and in your name and on your behalf to sign and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which the Bank and/or any receiver may think fit:-
- (a) in the exercise of any powers or in respect of any of your obligations under this Mortgage; and
 - (b) in:-
 - the making of any payments (whether by way of payment of rent or service charges or other money payable under a lease or otherwise);
 - effecting or renewing insurance;
 - carrying out works; or
 - doing other things (including the execution of any new lease pursuant to a vesting order of the Court following relief from forfeiture) or bringing, settling or defending any proceedings (including forfeiture proceedings) in your name and at your expense
21. This power of attorney is given as security for the purposes of the Powers of Attorney Act 1971

Additional Powers of the Bank

Bank has powers of Receiver

22. At any time after this Mortgage has become enforceable, and whether or not a receiver has been appointed, the Bank may, in addition to any other powers arising under this Mortgage, exercise all the powers of a receiver under this Mortgage

Buying out prior interests

23. If someone else has a prior interest in the Assets, the Bank may, at any time, buy out the interest or have it transferred to the Bank, you will be fully bound by the transaction.

Adjustments to Law of Property Act powers and restrictions

24. The Bank's rights and remedies under this Mortgage are in addition to, and not in substitution for, any given by law.
25. The restriction on the right of consolidating mortgages in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage

Making good your defaults

26. (a) If at any time you fail to comply with any of your obligations under this Mortgage, the Bank may do anything which, in its reasonable opinion, may be required to remedy the failure, including performing or obtaining compliance with the obligation.
(b) For the purposes of (a) above, the Bank or its agents may (but having no duty or liability to you to do so) enter the Property (without being deemed to have gone into possession).

Payment of Fees, Expenses and Costs of the Bank

27. (a) You must pay on a full indemnity basis all fees, expenses, liabilities and legal and other costs incurred or charged by the Bank in or incidental to:-
- the preparation, completion, registration, administration, protection and enforcement (including the costs of any proceedings) of this Mortgage, and
- the exercise by the Bank of its rights and powers under this Mortgage.
(b) Any money incurred under (a) above (whether demanded or not) will be debited to an account in your name with the Bank and, once debited, will carry interest at the annual rate of 5% above the Bank's base rate from time to time computed daily and compounded monthly according to the then current practice of the Bank and shall be payable on demand.

Items left at the Property

28. (a) At any time after this mortgage has become enforceable, the Bank or any receiver, may (but having no duty or liability to you to do so) as your agent and at your expense, remove, store, preserve, sell or otherwise deal with any furniture, goods, vehicles, plant or machinery or other chattels or produce, crops or animals which you fail or refuse to remove from the Property.
(b) Neither the Bank nor any receiver will be liable for any resulting loss or damage.
(c) So far as may be lawful, the Bank may set-off any sums realised on any sale against the Debt
(d) Where the Bank or any receiver is in possession of any income from the Property, and any of the items mentioned in (a) above are left there, and produce income, any income received will be apportioned only in respect of the Property.

Protection of Purchasers

29. No one dealing with the Bank, or any receiver, needs to check that the powers under this Mortgage have arisen or are being properly exercised

Independence and duration of this Mortgage

30. (a) This Mortgage is in addition to, and independent of, any other security which the Bank may at any time hold for any of the Debt
(b) No prior security held by the Bank over the Assets shall merge with this Mortgage.
(c) This Mortgage remains continuing security against you and your personal representative until the Bank releases it

Determination

31. If you, or any of you, or your personal representatives give the Bank a written notice of determination the Debt will be:-
- so much of the Debt as is owing (whether actually or contingently and whether or not demand shall have been made) to the Bank by the Borrower at the expiration of three months after actual receipt of the notice by the Bank, and
- money agreed to be paid by you under clause 27 above and by the indemnity in clause 38 (b) below whether before or after expiry of the notice

Retention of the Mortgage

32. If the Bank reasonably requires, it may decline to release this Mortgage unless it is satisfied that any payment of the Debt will not be avoided whether as a preference or otherwise

The Bank's powers to deal with Accounts and Money received

33. (a) If the Bank receives notice of any subsequent mortgage or other interest affecting the Assets or notice of determination under clause 31 above, the Bank may open a new account or accounts for the Borrower. If the Bank does not do so, then all payments made to the Bank after receipt of the notice, or expiry of the notice of determination (as the case may be) (other than those expressly appropriated by the Borrower) shall be treated as having been credited to a new account in the Borrower's name instead of in reduction of the Debt.
- (b) If the Bank has any other Mortgage or charge over the Assets, the Bank shall have an absolute discretion in the appropriation of any money received under this Mortgage or under the other mortgage or charge.
34. All money received by the Bank under this Mortgage may, in the Bank's reasonable discretion, be credited to, and held in, a separate suspense account for so long as the Bank may reasonably think fit until the money, and any interest on it, is used by the Bank in, or towards, discharge of the Debt.
- Any money credited to a suspense account shall be deemed to carry interest from the date of payment into the suspense account at the following rate or rates:-
- (a) If and to the extent that the money is used in or towards discharge of the Debt, at the rate or rates applicable from time to time to the Debt which it discharges,
- (b) If and to the extent that the money is not used in or towards discharge of the Debt, and is later returned to you, simple interest at a rate to be agreed or, in default of agreement, at a reasonable investment rate.

Currency Conversion

35. The Bank may convert any money received under this Mortgage from the currency in which it is received into any other currency that the Bank requires for the purpose of, or pending, the discharge of the Debt. Any conversion will be effected at the Bank's then prevailing spot selling rate of exchange. References in this clause to currency include funds of that currency and the Bank may convert funds of one currency into different funds of the same currency.

Restrictions on Recovery by You

36. Unless the Debt has been paid in full, and until the Bank releases this Mortgage:-
- you will not benefit (by subrogation or otherwise) from any rights the Bank may have, or any security (whether by way of mortgage, guarantee or otherwise) the Bank may hold, on account of the Debt,
 - without the Bank's written consent, you will not exercise or enforce (or seek to) any rights which you may have against the Borrower or any other person which arise by reason of payment of the Debt;
 - any money or asset which you receive by reason of the rights mentioned above will be held by you upon trust to be applied as if the money or asset were received by the Bank under this Mortgage;
 - you hold any security given to you (now or in the future) for giving this Mortgage on trust for the Bank and will immediately deposit, transfer or assign it as the Bank reasonably requires; and
 - you waive any right of set-off you may have now or at any time in the future in respect of the Debt.

Dealing with You, the Borrower and Others

37. The Bank may, whenever it wants, and without releasing or otherwise affecting this Mortgage as security for the Debt;
- give any loan, credit, financial accommodation or other facility to the Borrower (whether alone or with any other person) (the "Facilities") as may from time to time be agreed between the Bank and the Borrower
 - extend, increase, renew, determine or otherwise vary the Facilities,
 - take any other security for the Debt (whether by way of mortgage, guarantee or otherwise);
 - make any arrangement in respect of the Debt, or of any other security for it, with you, the Borrower or any other person (whether by way of giving time or other indulgence, variation, exchange, release, modification, refraining from perfection or enforcement or otherwise); or
 - do, or omit to do, anything which might otherwise discharge or otherwise affect this Mortgage as security for the Debt.

Irregularities in other securities – Incapacity of the Borrower - Indemnity

38. (a) This Mortgage will not be discharged or otherwise affected as security for the Debt by any invalidity or unenforceability of, or irregularity or defect in, any other security for the Debt (whether by way of mortgage, guarantee or otherwise) which the Bank may now or at any time hold.
- (b) you agree, as a separate obligation, to indemnify the Bank against all loss occasioned by, or arising from, any legal limitation, disability or want of capacity or authority of, or affecting, the Borrower or any person acting or purporting to act on behalf of the Borrower regarding the Debt. The Bank will not enforce this indemnity except by realisation of the Assets.

Negligence in Realisation

39. This Mortgage shall not be affected as security for the Debt by any neglect of the Bank, or by any agent or receiver appointed by the Bank, in connection with the realisation of any other security (whether by way of mortgage, guarantee or otherwise) which the Bank may from time to time hold for the Debt.

Certificate of sum due

40. A certificate of a manager or officer of the Bank as to the amount for the time being of the Debt shall (apart from obvious mistakes) be for all purposes conclusive against you.

Notices, Governing Law and Jurisdiction

- 41 Any demand, notice or proceeding under this Mortgage may be served by letter, sent by first class post to, or left at, your last known address or registered office, or the Property, or sent by fax or other electronic means to your last known fax number or electronic mail address. If posted, it will be deemed to have been served at the time it would, in the ordinary course of post, be delivered. If sent by fax or electronic means, the demand, notice or proceeding will be deemed to have been served at the time of transmission. Service on any one of you is deemed to be service on all of you. Any demand or notice may be served by any manager or officer of the Bank or of any of its branches.
- 42 (a) This Mortgage shall be governed and construed in accordance with the law of England and Wales.
(b) You and the Bank submit to the non-exclusive jurisdiction of the courts of England and Wales.

Disclosure of Information

- 43 You consent to the disclosure by the Bank of any information about you, this Mortgage, the Assets and the Debt to:-
- the borrower
 - any person to whom the Bank proposes to sell, assign or transfer or has sold, assigned or transferred, all or any of its rights, benefits and obligations under this Mortgage or the Debt,
 - any person with whom the Bank proposes to enter, or has entered into, any arrangements in respect of this Mortgage or the Debt;
 - any other person, if required or permitted by law to do so.

Transfer of Rights

- 44 (a) The Bank may sell, assign or transfer its rights, benefits and obligations under this Mortgage and the Debt to anyone at any time
(b) If the Bank sells, assigns or transfers any or all of its rights, benefits and obligations, your own rights, benefits and obligations under this Mortgage will stay exactly the same but you will be bound to any person or organisation to whom the Bank sells, assigns or transfers. That person or organisation will have the Bank's powers and rights, benefits and obligations so far as these are sold, assigned or transferred. The Bank will be released automatically from its obligations to you so far as the Bank's obligations are assumed by that person or organisation.

The Bank's written consent and reasonable requirement

- 45 (a) Where the words "without the Bank's written consent" appear in any clause, the Bank will not unreasonably withhold consent. You agree that it is reasonable for the Bank to refuse to consent to something if, in the Bank's reasonable opinion, it adversely affects or might affect:-
- the Bank's security under this Mortgage and the ability of the Bank to enforce this Mortgage;
 - the value of the Assets and the ability of the Bank to sell the Assets;
 - the Bank's ability to recover the Debt, or
 - the assessment of the value of this Mortgage as an asset of the Bank.
- (b) Where the words "the Bank reasonably requires" appear in any clause, you agree that it is reasonable for the Bank to require something, if in the Bank's reasonable opinion, it will or might assist in:-
- the preservation of the Bank's security under this Mortgage or the value of the Assets; or
 - the Bank's ability to recover the Debt.

Severance and Modification of Clauses

- 46 (a) If any of the clauses (or part of a clause) of this Mortgage becomes invalid or unenforceable in any way under any law, the validity of the remaining clauses (or part of a clause) will not in any way be affected or impaired.
(b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its form or effect were modified in any way, it shall be deemed to have the modified form or effect so long as the Bank consents.
(c) If this Mortgage is unenforceable or otherwise ineffective against any one or more of you, none of the rest of you will be released from your obligations under this Mortgage.

Representation and Warranty

- 47 The Borrower represents and warrants to the Bank that
- (a) the execution of this charge and the observance and performance of its obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement
 - (b) there subsists no breach of any law or regulation which materially and adversely affects or would affect the value of the Premises
 - (c) it has not received any notice of any adverse claim by any person in respect of the Premises or any interest in it nor has any acknowledgement been given to any person in respect of the Premises
 - (d) to the best of its knowledge no waste or noxious offensive or other dangerous substance has been used disposed of produced stored or deposited under on or in the Premises
 - (e) this charge does not contravene the Borrowers Memorandum and Articles of Association

Charity

- 48 The directors of the Borrower being the persons who have the general control and management of its administration certify that they have power under the Memorandum and Articles of the Borrower to effect this charge and that they have obtained and considered such advice as is mentioned in Section 124 (2) of the 2011 Act.
The land charged is held by the Borrower a non-exempt charity and this charge is not one falling within Section 124 (9) of the 2011 Act so that the restrictions imposed by Section 124 of the 2011 Act apply. The charge will trigger the first registration.

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been duly executed by the Mortgagor and is now delivered on the date mentioned above.

THE FIRST SCHEDULE referred to above

~~FREEHOLD~~ / LEASEHOLD
(Delete as appropriate)

Registered Title

All the property comprised in the following title(s) at HM Land Registry.

Title Number(s):-

700 30 50 500

Short description of the Property:-

8 Naylor Road
London
SE15 5UQ

Unregistered Title

The property known as:-

and other property now vested in the Mortgagor and comprised in the following deeds and documents or any of them

Date

Deed/Document

Parties

THE SECOND SCHEDULE referred to above
(prior Mortgages or other matters)

Legal Mortgage/Charge dated

and made by the Mortgagor in favour of Reliance Bank Limited

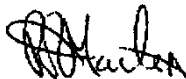
This Mortgage is an Important legal document. The Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

EXECUTED as a DEED by

**The South London Church Fund and
Southwark Diocesan Board of Finance**

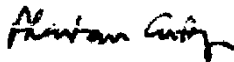
Whose seal was hereunto affixed in the presence of:

Secretary



Full Name RUTH MARTIN

Member



Full Name PHILISTINE COPTINA

Member



Full Name SIMON PHILIP STOKES

SIGNED as a DEED by

**The Parochial Church Council of the
Ecclesiastical Parish of Christ Church Camberwell**

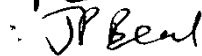
Chair



Full Name

Rev Hugh Fowlatt Balfour

Member



Full Name

JEREMY PETER BEAL

Member



Full Name

LORNA SHAW

Full name and Address of Witness

FIONA FOREMAN, 19 RADFORD COURT, 814 OLD KENT RD
LONDON, SE15 1AJ

Signature of Witness

