

### Registration of a Charge

Company Name: ST JAMES STREET DEVELOPMENTS LIMITED

Company Number: 09557518

Received for filing in Electronic Format on the: 19/12/2023



## **Details of Charge**

Date of creation: 19/12/2023

Charge code: **0955 7518 0004** 

Persons entitled: LENDINVEST SECURITY TRUSTEES LIMITED

Brief description: 46 ST JAMES STREET TAUNTON TA1 1JR AND LAND AT THE BACK OF 15

**MIDDLE STREET TAUNTON TA1 1SJ** 

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: BSL



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9557518

Charge code: 0955 7518 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2023 and created by ST JAMES STREET DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th December 2023.

Given at Companies House, Cardiff on 22nd December 2023

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 19th day of December 2023

By this legal mortgage made by you:

### **BOX A (Borrower details)**

St James Street Developments Limited whose registered office is Old Mills House, Old Mills Industrial Estate, Paulton, Bristol, Bath & Ne Somerset, BS39 7SU with registered number 09557518

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 fre mortgaged)	ehold and leasehold prope	rty to be
Address of Property		
46 St James Street, Taunton, T 1SJ	A1 1JR and Land at the back o	f 15 Middle Street, Taunton, TA1
Registered Land		
Title Number(s)	ST48329 and ST257579	
Unregistered land		
The Property is comprised in the following deed(s):		
Date	Description of deed(s)	Parties
. N/A	N/A	N/A

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 [•] 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**

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.

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

Executed as a deed by St James Street Developments Limited

acting by its Director

Roderick Many Thomas

Name of Director

RA Tenus

Signature of Director

In the presence of a witness:

Witness signature

6-20

Witness name

JAVIN LEGG.

Witness address

QualitySolicitors Gould & Swayne
21 Broad Street

Wells

Somerset

BA5 2DJ

Witness occupation

JOLLELTOR.