



**Registration of a Charge**

Company name: **MULBERRY TREE HOLDINGS LTD**

Company number: **09750840**



X87T4QKZ

Received for Electronic Filing: **17/06/2019**

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**Details of Charge**

Date of creation: **31/05/2019**

Charge code: **0975 0840 0008**

Persons entitled: **LENDINVEST SECURITY TRUSTEES LIMITED**

Brief description: **LAND ON THE EAST SIDE OF ROSS HOUSE, ROSS WAY, FOLKESTONE  
CT20 3UJ - K674709 MINSTEAD, SANDLING ROAD, SALTWOOD, HYTHE  
CT21 4HJ - K84753**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **HOWARD KENNEDY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 9750840

Charge code: 0975 0840 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2019 and created by MULBERRY TREE HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2019 .

Given at Companies House, Cardiff on 18th June 2019

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**

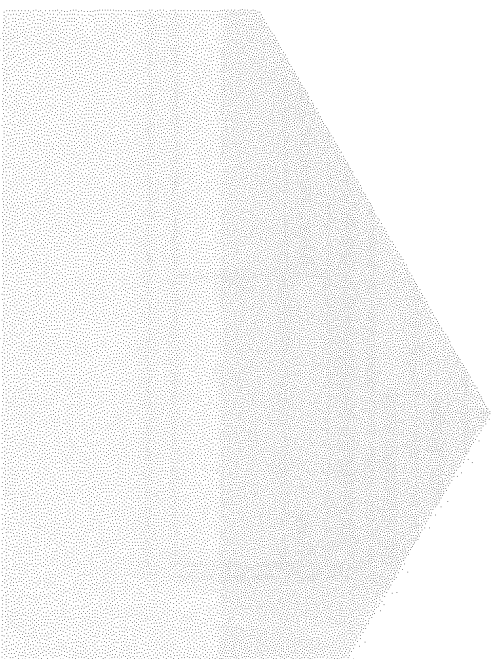


THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



# **LendInvest Mortgage Deed**

England & Wales (Third Party)





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 THE BORROWER FAILS TO PAY THE MONIES OWED BY IT UNDER THE TERMS OF THE MORTGAGE DOCUMENTS WHEN DUE. YOU MUST OBTAIN INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS DOCUMENT.

Legal mortgage made on <sup>28<sup>th</sup></sup> day of May 2019

By this legal mortgage made by you:

**BOX A (Chargor details)**

Mulberry Tree Holdings Limited  
of  
Yew Tree Barn, Mulberry Hill, Chilham, Canterbury CT4 8AH  
with registered number 09750840

in favour of us, Lendinvest Security Trustees Limited (company number: 08743617) of 8 Mortimer Street, London, England, W1T 3JL, you charge the Property to secure both your liabilities and the liabilities of Oliver Gordon Davis and Danielle Healey (the Borrower) to the Secured Parties on the terms which appear in this Mortgage Deed (including the Mortgage Conditions).

**BOX B (Description of the Chargor's freehold/leasehold property to be mortgaged by this Mortgage Deed)**

**Address of Property**

Land on the east side of Ross House, Ross Way, Folkestone CT20 3UJ

**Registered Land**

Title Number(s) K674709

**Unregistered land**

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

Date	Description of deed(s)	Parties

**BOX C (Details of the Borrower's Property which is subject to the Borrower's Mortgage Deed)**

Address of Property: Minstead, Sandling Road, Saltwood, Hythe CT21 4HJ

Title number: K84753

- (1) This *Mortgage Deed* incorporates the Third Party Mortgage General 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) *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 or its conveyancer."*

*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  
Mulberry Tree Holdings Limited  
acting by its Director

.....  
Name of Director

.....  
Signature of Director

In the presence of a witness:

Witness signature  
.....

Witness name  
.....

Witness address  
.....

Witness occupation  
.....

