

# Registration of a Charge

Company Name: **INLAND HOMES (ESSEX) LIMITED** 

07893390 Company Number:

Received for filing in Electronic Format on the: 27/07/2023



## **Details of Charge**

Date of creation: 21/07/2023

Charge code: 0789 3390 0013

Persons entitled: W E BLACK FINANCE LIMITED

ALL THAT FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH Brief description:

> SIDE OF LONDON ROAD, BEACONSFIELD AS SHOWN EDGED RED ON THE PLAN ATTACHED MARKED 'PLAN 1' CURRENTLY COMPRISED AND

FORMING PART OF LAND REGISTRY TITLE NUMBER BM66620

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.

**HC - LENNONS SOLICITORS** Certified by:



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7893390

Charge code: 0789 3390 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2023 and created by INLAND HOMES (ESSEX) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2023 .

Given at Companies House, Cardiff on 28th July 2023

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





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DATED	American I	UVLY	2023

(1) INLAND HOMES (ESSEX) LIMITED

(2) W E BLACK FINANCE LIMITED

**LEGAL CHARGE** 

#### **BETWEEN:**

- (1) INLAND HOMES (ESSEX) LIMITED a limited company registered in England & Wales with number 7893390 and registered office at Burnham Yard, London End, Beaconsfield HP9 2JH (the "Mortgagor"); and
- (2) **W E BLACK FINANCE LIMITED** a limited company registered in England & Wales with number 11166757 and registered office at Hawridge Place, Hawridge, Chesham HP5 2ZD (the "Lender").

#### **NOW THIS DEED WITNESSES** and it is agreed and declared as follows:

#### 1 DEFINITIONS AND INTERPRETATION

1.1 Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions shall have the same respective meanings that are ascribed to them in the facility agreement dated on or about the date hereof (the "Facility Agreement") made between the Mortgagor and the Lender.

1.2 In this Charge:

"Charge" means this legal charge and includes any instrument

supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge;

"Charged Property" means the property, assets, debts, rights and

undertaking charged to the Lender by this Charge and includes any part thereof or interest therein;

"Encumbrance" means any mortgage, charge, pledge, lien, assign-

ment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or

any right conferring a priority of payment;

"Event of Default" has the meaning given in the Facility Agreement;

"Expenses" means all interest, commission, fees and proper

legal and other costs, charges and expenses which the Lender or any Receiver may properly charge or incur in relation to the Mortgagor or this Charge and the preparation, negotiation and creation of this Charge and/or in relation to the Charged Property and/or breach of any provision of and the protection, realisation or enforcement of this

Charge, in each case on a full indemnity basis;

"Full Title Guarantee" has the meaning ascribed by the Law of Property

(Miscellaneous Provisions) Act 1994;

"Insurance Policy"

"Property"

means all that freehold property known as Land on the north side of London Road, Beaconsfield as shown edged red on the plan attached marked 'Plan 1' currently comprised and forming part of Land Registry Title Number BM66620, and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it;

"Receiver"

means an administrative receiver, receiver and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Charge or pursuant to any statute or otherwise;

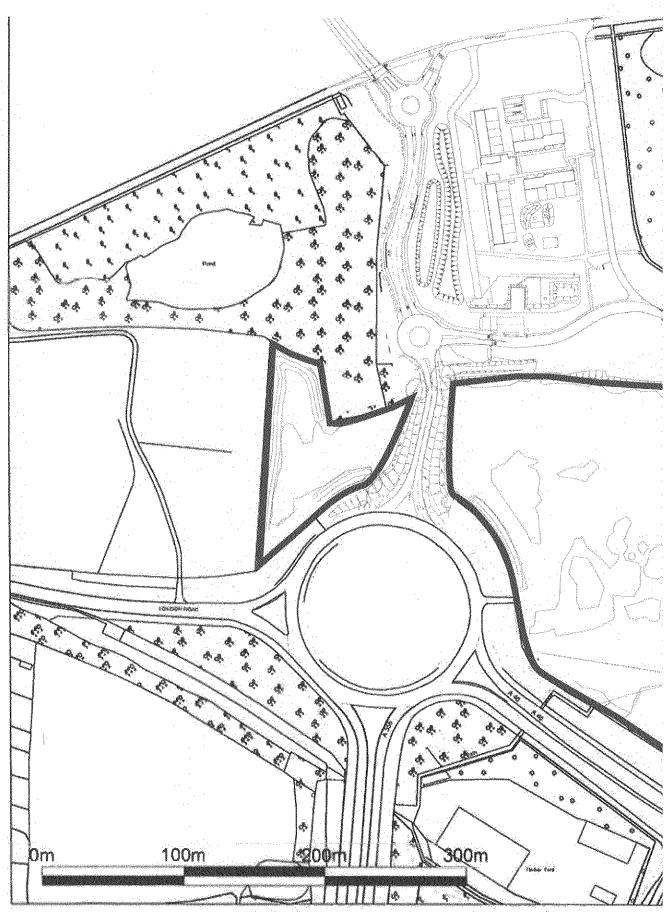
"Secured Liabilities"

means all moneys, obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due, owing or incurred by the Mortgagor to the Lender whether present or future, actual or contingent and whether alone, severally or jointly as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account, or in any other manner whatsoever together with interest and including but without limitation all Expenses so that interest shall be calculated and compounded in accordance with the usual practice of the Lender from time to time as well after as before judgment.

#### 1.3 Interpretation

In this Charge:

- 1.3.1 the expressions "Mortgagor" and "Lender" where the context admits, include their respective successors in title and assigns;
- 1.3.2 if two or more persons are included in the expression "Mortgagor" then the use in this Charge of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and all covenants, charges, agreements and undertakings expressed or implied on the part of the Mortgagor in this Charge shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them:
- 1.3.3 clause headings are for ease of reference only and are not to affect the interpretation of this Charge;
- 1.3.4 words importing the singular are to include the plural and vice versa;



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1.3.5 any reference in this Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or reenactment thereof for the time being in force.

#### 2 COVENANT TO PAY

The Mortgagor covenants with the Lender that the Mortgagor will on demand pay to the Lender, or discharge all Secured Liabilities.

#### 3 SECURITY

- 3.1 The Mortgagor charges to the Lender with Full Title Guarantee and as a continuing security for the payment and discharge of the Secured Liabilities:
  - 3.1.1 by way of first legal mortgage the Property;
  - 3.1.2 by way of first fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Property; and
  - 3.1.3 by way of a first fixed charge:
    - (i) all its rights in the Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with the Insurance Policy, any rental income and the benefit of any guarantee or security in respect of any rental income to the extent not effectively assigned under clause 3.2;
    - (ii) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
    - (iii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Property or the use of any Charged Property, and all rights in connection with them.
- 3.2 The Mortgagor hereby assigns absolutely to the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities the benefit to the Mortgagor of:
  - 3.2.1 all its rights in the Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with the Insurance Policy;
  - 3.2.2 all covenants, rights and agreements relating to the Property (including for the avoidance of doubt any rent paid to the Mortgagor under any rental agreement in relation to the Property),

- subject to re-assignment on the redemption of this Charge and provided that nothing in this Clause 3.2 shall constitute the Lender as mortgagee in possession.
- 3.3 The Mortgagor shall promptly on demand and at its own cost execute and do all such assurances, acts and things including without limitation, execute all transfers, conveyances, assignments and assurances of the Charged Property and give all notices, orders and directions which the Lender may reasonably require for perfecting or protecting this Charge or the priority of this Charge, or for facilitating the realisation of the Charged Property or the exercise of any of the rights vested in the Lender or any Receiver.

#### 4 RESTRICTIONS

- 4.1 The Mortgagor shall not without the prior written consent of the Lender:
  - 4.1.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof;
  - 4.1.2 sell, convey, assign, or transfer the Charged Property or any interest therein, or otherwise part with or dispose of any Charged Property or assign or otherwise dispose of any moneys payable to the Mortgagor in relation to the Charged Property or agree to do any of the foregoing; or
  - 4.1.3 exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagees by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;
  - 4.1.4 part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.
  - 4.2 The Mortgagor may not assign or transfer any of its obligations under this Charge or enter into any transactions which would result in any of those obligations passing to another person.

#### 5 COVENANTS BY THE MORTGAGOR

- 5.1 The Mortgagor covenants with the Lender at all times during the continuance of this security:
  - 5.1.1 to keep the buildings and all plant machinery, fixtures and fittings upon the Property in good and substantial repair and condition;
  - 5.1.2 to permit representatives of the Lender free access at all reasonable times following service of reasonable written notice to view the state and condition of the Property;
  - 5.1.3 to procure that the Charged Property is insured against such risks under the Insurance Policy as the Lender may reasonably require and to the Lender's satisfaction for their full replacement value (with the Lender's interest noted on the policy) and the Mortgagor shall procure that all premiums are paid when due and produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances;
  - 5.1.4 to procure that any insurance proceeds are applied in making good the loss or damage to the Charged Property or at the Lender's option in or

towards the discharge of the Secured Liabilities and pending such application to procure that any proceeds are held in trust for the Lender;

- 5.1.5 not without the previous written consent of the Lender to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures, or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property;
- 5.1.6 not, without the prior written consent of the Lender:
  - 5.1.6.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Charged Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
  - 5.1.6.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Charged Property; or
  - 5.1.6.3 let any person into occupation of or share occupation of the whole or any part of the Charged Property; or
  - 5.1.6.4 grant any consent or licence under any lease or licence affecting the Charged Property.
- 5.1.7 to:
  - 5.1.7.1 where the Charged Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
  - 5.1.7.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Charged Property or on its occupier.

#### 6 REPRESENTATIONS AND WARRANTIES

6.1 Times for making representations and warranties

The Mortgagor makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed.

6.2 Ownership of Charged Assets

The Mortgagor is the sole legal and beneficial owner of the Charged Property and has good, valid and marketable title to the Property.

6.3 No Security

The Charged Property is free from any security other than the security created by this deed.

#### 6.4 No adverse claims

The Mortgagor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in them.

#### 6.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

#### 6.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

#### 6.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

#### 6.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property.

#### 6.9 No prohibitions or breaches

There is no prohibition on the Mortgagor assigning its rights in any of the Charged Property referred to in clause 3.2 and the entry into of this deed by the Mortgagor does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Mortgagor or its assets.

#### 6.10 Avoidance of security

No security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise.

#### 6.11 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Mortgagor and is, and will continue to be, effective security over all and every part of the Charged Property in accordance with its terms.

#### 7 ENFORCEMENT

- 7.1 The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.
- 7.2 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

- 7.3 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 6.1.
- 7.4 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 12.1.
- 7.5 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

#### 8 APPOINTMENT AND POWERS OF RECEIVER

- 8.1 At any time after this Charge has become enforceable or if requested by the Mortgagor, the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Property and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 8.3 The Receiver shall (so far as the law permits) be the agent of the Mortgagor (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely:
  - 8.3.1 to take possession of, collect and get in all or any part of the Charged Property and to generally manage the Property and any business carried on at the Property;
  - 8.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit:
  - 8.3.3 to borrow moneys from the Lender or others on the security of the Charged Property for the purpose of exercising any of his powers;
  - 8.3.4 to purchase or acquire any land and purchase, acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect:
  - 8.3.5 to sell, transfer, assign, lease or concur in selling, letting or leasing the Property or the Charged Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property;
  - 8.3.6 to take, continue or defend proceedings or make any arrangement or compromise between the Mortgagor and any persons which he may think expedient;
  - 8.3.7 to make and effect all repairs and improvements:

- 8.3.8 to effect such insurances of or in connection with the Charged Property as he shall in his absolute discretion think fit;
- 8.3.9 to purchase materials, tools, equipment, goods or supplies;
- 8.3.10 to appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- 8.3.11 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

Any moneys received by the Receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him (subject always to the provisions of the Enterprise Act 2002) firstly in the payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration and any balance shall be paid to the person or persons entitled to it.

#### 9 LENDER'S LIABILITY

- 9.1 The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.
- 9.2 In no circumstances shall the Lender be liable to account to the Mortgagor as a mortgagee in possession or otherwise for any moneys not actually received by the Lender.
- 9.3 In no circumstances shall the Lender be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Property or from any act, default, omission or misconduct of the Lender, its officers, employees or agents in relation to the Charged Property or in connection with this Charge.

#### 10 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Lender or any Receiver.

#### 11 POWERS OF LEASING

The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Mortgagor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagor and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.

#### 12 POWER OF ATTORNEY

- 12.1 The Mortgagor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Mortgagor for the Mortgagor and in the name and on behalf of the Mortgagor and as the act and deed of the Mortgagor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge. The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.
- 12.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Charge.

#### 13 LENDER'S RIGHTS

- 13.1 At any time after this Charge becomes enforceable all powers of the Receiver may be exercised by the Lender whether as attorney of the Mortgagor or otherwise.
- 13.2 The Mortgagor agrees that at any time after this Charge becomes enforceable:
  - upon any sale or other disposition in exercise of the powers contained or implied by this Charge the Lender may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities;
  - 13.2.2 the Lender may as agent of the Mortgagor remove and sell any chattels on the Property.
- 13.3 The Lender shall on receiving notice that the Mortgagor has encumbered or disposed of the Charged Property or any part of it or any interest in it be entitled to close any account or accounts of the Mortgagor and to open a new account or accounts with the Mortgagor and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Lender when it received such notice.

#### 14 COSTS AND INDEMNITY

- 14.1 All proper costs, charges and expenses properly incurred by the Lender in relation to this Charge or the Secured Liabilities shall be reimbursed by the Mortgagor to the Lender on demand on a full indemnity basis and be secured on the Charged Property.
- 14.2 The Lender and every Receiver, attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Charged Property in respect of all liabilities and proper expenses properly incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or

discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

#### 15 **CONTINUING SECURITY**

- 15.1 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.
- 15.2 Section 93 of the Law and Property Act 1925 shall not apply to this Charge.

#### 16 NOTICES

- Any notice or demand by the Lender may be sent by post or delivered to the Mortgagor at the above address or the Mortgagor's address last known to the Lender or if the Mortgagor is a company may be served personally on any director or the secretary of the Mortgagor.
- 16.2 A notice or demand by the Lender by post shall be deemed served on the day after posting.

#### 17 MISCELLANEOUS

- 17.1 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.
- 17.2 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 17.3 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 17.4 Any waiver by the Lender of any terms of this Charge, or any consent or approval given by the Lender under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 17.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 17.6 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or without limitation any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Mortgagor.

17.7 The Mortgagor certifies that this Charge does not contravene any of the provisions of its Memorandum and Articles of Association.

#### 18 RIGHTS OF THIRD PARTIES

No term of this Charge shall be enforceable by a third party (being any person other than the parties and their permitted successors and assignees).

#### 19 LAW AND JURISDICTION

This agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by and construed in accordance with English law and each of the parties irrevocably agrees that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and/or settle any disputes, which may arise out of or in connection with this agreement and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England.

#### 20 REGISTERED LAND

The Mortgagor hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Mortgagor's title to the Property:

IN WITNESS whereof this Charge has been duly executed as a Deed and is intended to be and is delivered on the date first above written

EXECUTED as a DEED by

EXECUTED as a DEED by	
INLAND HOMES (ESSEX) LIMITED	
acting by:	······································
	Director
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