



**Registration of a Charge**

Company Name: **BLACKSTONE ESTATES (YORKSHIRE) LTD**

Company Number: **09591895**



Received for filing in Electronic Format on the: **20/07/2021**

XA95ESY9

**Details of Charge**

Date of creation: **16/07/2021**

Charge code: **0959 1895 0014**

Persons entitled: **YORKSHIRE PROPERTY FINANCE LIMITED**

Brief description: **60 OAKHURST AVENUE BEESTON LEEDS LS11 7LW HM TITLE NO. WYK481353**

**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: **JOHN DOWLING**



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

Company number: 9591895

Charge code: 0959 1895 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th July 2021 and created by BLACKSTONE ESTATES (YORKSHIRE) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2021 .

Given at Companies House, Cardiff on 21st July 2021

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**

## LEGAL CHARGE

This is an important document. You should take independent legal advice before signing and sign only if you want to be legally bound. If you sign and the Lender is not paid you may lose the assets charged.

THIS DEED OF LEGAL CHARGE ("this Legal Charge") dated 16<sup>th</sup> July 2021 is given by the Mortgagor to the Lender upon the terms set out below.

**Mortgagor:** BLACKSTONE ESTATES (YORKSHIRE) LTD (Company Registration Number 09591895) the registered office of which is at 21 Hyde Park Road, Leeds LS6 1PY

**Lender:** YORKSHIRE PROPERTY FINANCE LIMITED (Company Registration Number 07591488) the registered office of which is at 1 The Mews Little Brunswick Street Huddersfield HD1 5JL

**Property:** 60 Oakhurst Avenue, Beeston LS11 7LW registered with freehold title absolute under the Title Number WYK481353

1. The Mortgagor with full title guarantee charges the Property by way of legal mortgage and creates other charges as set out in clauses 2 and 3 of the Mortgage Conditions set out below in the Schedule with the payment of all monies payable by the Mortgagor to the Lender as set out in the same clauses.
2. This Legal Charge incorporates the Mortgage Conditions set out below in the Schedule.
3. The Lender is entitled but not obliged to make further advances and any further advances are secured by this Legal Charge.
4. The Mortgagor agrees to pay all monies due to the Lender on demand including interest and other Liabilities secured in accordance with clause 2 of the Mortgage Conditions.
5. The Mortgagor agrees that the Lender may apply for a restriction to be entered on the Proprietorship Register in the following terms:

*"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 Yorkshire Property Finance Limited (CRN 07591488) or its conveyancer".*

and to the extent that the Lender's security shall fail to take effect by way of Legal Charge it shall take effect as an Equitable Charge in which case;

- i. by signing this Agreement the Mortgagor agrees to the registration of an agreed notice for the purpose of protecting the Lender's interest and to an entry in form N of Schedule 4 of the Land Registration Rules 2003; and
- ii. the Mortgagor authorises the Lender to sign any application for the registration of an agreed notice on behalf of the Mortgagor.

This Legal Charge has been executed as a Deed by the Mortgagor and the Lender on the above date.

**EXECUTED** as a deed by a Director of  
the Mortgagor  
in the presence of:-

Witness signature

Name

Address

Occupation

  
  
JOHN DOWLING  
  
PLATINUM  
PARTNERSHIP  
SOLICITORS  
Plus Hardy Aitout  
Platinum Partnership  
Solicitors  
3 Eldon Place, Bradford  
West Yorkshire BD1 3AZ  
274 718620 F: 0870 445 0505  
platin@solicitors.com

**EXECUTED** as a deed by a Director of  
**YORKSHIRE PROPERTY FINANCE LIMITED**  
in the presence of:-

.....

Witness signature .....

Name .....

Address .....

.....

Occupation .....

## **SCHEDULE**

### **Mortgage Conditions**

1. In this Legal Charge:-

- i. the expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assignees;
- ii. if two or more persons are included in the expression "Mortgagor" then the word "Mortgagor" shall be deemed to refer to each such person both together and separately and the Mortgagor's obligations under this Legal Charge shall be 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;
- iii. references to "Mortgagor" include any of the persons named as such in this Legal Charge whether or not he owns a legal or equitable interest in the Property;
- iv. references to "Property" include any part of it and "Property" includes all covenants and rights affecting or concerning the same and all fixtures and fittings and (where the Property is leasehold) includes the term comprised in any extended lease which may be granted to the Mortgagor pursuant to the Leasehold Reform Act 1967 and any rights which the Mortgagor may have in respect of the Property under the Leasehold Reform Housing and Urban Development Act 1993 or the Commonhold and Leasehold Reform Act 2002;
- v. "regulated agreement" "partly regulated agreement" and "unregulated agreement" have the meanings ascribed to them in the Consumer Credit Act 1974 and the regulations under such Act and "Credit Agreement" means any such agreement with the Mortgagor (or any of them);
- vi. "Liabilities" means all monies (whether principal interest expenses or otherwise) due to the Lender by the Mortgagor (whether as principal surety or otherwise) now or from time to time including all costs liabilities and expenses properly suffered or incurred by the Lender in connection with this Legal Charge or any loan to the Mortgagor or any Credit

Agreement and the enforcement of any rights of the Lender against the Mortgagor and interest on all such amounts at the Rate;

- vii. "Rate" means (in the case of unregulated agreements) the higher of 5% above the base rate for the time being of the Bank of Scotland or the highest rate payable under any Credit Agreement and (in any other case) the highest rate of interest payable under the relevant Credit Agreement;
  - viii. "Assets" means all the property assets contractual and other rights and undertaking of the Mortgagor wherever these are located and whether present or future;
  - ix. each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected;
  - x. the masculine gender includes the feminine gender and the singular includes the plural and vice versa headings shall not affect the interpretation of each provision;
  - xi. references to statutes or regulations include references to any re-enactment modification or replacement of them and to any regulations or Statutory Instruments made under them.
2. The Mortgagor with full title guarantee charges the Property to the Lender by way of legal mortgage (subject to the rights of any prior mortgagees) as a continuing security for the payment and discharge to the Lender of the Liabilities under or in respect of:
- i. all existing and future regulated agreements or partly regulated agreements which contain a statement that monies are secured by this Legal Charge; and
  - ii. all unregulated agreements.
3. The Mortgagor further charges to the Lender by way of equitable mortgage (a) all equitable interests in the Property which now or may at any time in the future belong to him (b) any shares or membership rights which the Mortgagor holds in any company or association connected with the Property and (c) the goodwill of

the Mortgagor relating to the business carried on at the Property in each case with the payment of the Liabilities (but without prejudice to the validity of the legal charge on any legal estate or interest).

4. The Mortgagor authorises the Lender to correct any wrongly completed name or address and to insert the relevant date in this Legal Charge and/or the correct title number of the Property against its description for the purpose of identifying the Property and/or the registration of this Legal Charge as a registered charge.
5. The Mortgagor further covenants with the Lender and agrees and declares as follows:-
  - i. it will keep the Property insured with a reputable insurance company approved by the Lender against all risks for its full reinstatement value (including site clearance and architect's fees) and with the interest of the Lender noted and authorises the Lender to claim on behalf of the Mortgagor and to give a good and valid receipt to the insurers for any monies receivable under such policy of insurance. In default the Lender may effect such insurance as it sees fit at the expense of the Mortgagor and any sums paid under this clause shall be repayable to the Lender by the Mortgagor on demand;
  - ii. it will make payment of all insurance premiums as and when the same shall become due and on demand by the Lender deliver copies of the policies of such insurance and receipt for each premiums paid and it shall not do or omit to do anything which might make it more difficult or expensive to insure the Property or which could invalidate any insurance on the Property;
  - iii. it will hold in trust for the Lender any monies received under such policies of insurance and will apply the same towards payment and discharge of the Liabilities;
  - iv. it will put and keep the Property in good repair and condition and not do anything which will devalue it and shall not make any structural alterations without the Lender's consent;



- v. it shall not without the previous written consent of the Lender grant or accept a surrender of a lease tenancy or licence in respect of the Property or any part of it or part or share with possession of it or any part of it;
  - vi. it shall send to the Lender forthwith a copy of any notice or demand which affects or may affect the Property or his possession or use of it served on him by any local authority or any other person or both;
  - vii. it shall perform each and every obligation required to be fulfilled by the Mortgagor in any Credit Agreement;
  - viii. it shall observe and perform all obligations (including restrictive covenants and payment of any rent or rent charge) for the time being affecting the Property;
  - ix. it shall observe and perform all obligations restrictions and requirements which for the time being apply to the Property its use or occupation whether imposed by English or EU law or regulation or by any other public or local authority or utility company and including any environmental regulation code of practice or guidance issued by any UK or EU authority government or agency.
6. Where this Legal Charge is not a first mortgage the Mortgagor shall comply with the terms and conditions of his first mortgage on the Property and shall use his best endeavours to obtain the consent of the first mortgagee to the registration of this Legal Charge at the Land Registry.
7. If this or any other mortgage is in arrears the Lender may repay any prior mortgage in part or in its entirety and may agree any sums involved in doing so any such agreement to be conclusively binding on the Mortgagor. All money spent in doing so (including all costs and disbursements on an indemnity basis) shall be added to the Liabilities and shall bear interest at the Rate.

8. Subject to clause 9 the Lender may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Liabilities as the Lender decides.
9. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Liabilities outstanding at the time of receiving such notice.
10. The statutory power of sale shall arise on the execution of this Legal Charge but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become exercisable if and when the Lender makes a demand in writing for payment under this Legal Charge or if and when the Mortgagor fails to observe or perform any of the covenants or provisions contained in this Legal Charge or any order is made for the compulsory purchase or requisition of the Property or any prior mortgagee exercises any of its powers or institutes proceedings to enforce its security or if the Mortgagor became unable to pay his debts or has a trustee appointed in respect of any of his assets or enters into an arrangement with creditors or has a petition or order for bankruptcy brought or made against him.
11. If the Lender shall enter into possession of the Property or of the rents and profits it shall do so without being liable to the Mortgagor as Mortgagee in possession.
12. If the Lender takes possession of the Property as a result of default by the Mortgagor it may act entirely at its own discretion as to the time and manner of sale and may if it wishes grant or accept surrenders of leases of the Property whether at a rent without any premium or otherwise and it may deal with part only of the Property or with different parts in different ways.

13. If the Lender takes possession of the Property it may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagor's expense but without liability to the Mortgagor for any damage or loss arising. The Lender shall retain the net proceeds of sale on a separate account for the Mortgagor. This clause shall not give the Lender any such right as would make this Legal Charge a bill of sale.
14. If the Mortgagor fails to do anything which he is required to do by this Legal Charge the Lender may at its discretion remedy the failure and recover its costs of undertaking the same.
15. The Lender may under the hand of any official or manager or by deed appoint or remove a receiver or receivers of the Property ("Receiver") and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration.
16. All or any of the powers conferred on a Receiver by clause 17 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.
17. Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:
  - i. to take possession of and generally manage the Property;
  - ii. to carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;
  - iii. to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

- iv. to sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property without restriction;
  - v. to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
  - vi. to take continue or defend any proceedings and enter into any arrangement or compromise;
  - vii. to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bond issuer;
  - viii. to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies;
  - ix. to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of any of his powers;
  - x. to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.
18. If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor.
19. A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.
20. The Mortgagor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(s) appointed by the Lender to be his attorney to take any action which the Mortgagor is obliged or authorised to take under this

Legal Charge or any Credit Agreement including signing and executing such instruments and documents or issue or defend any proceedings which may be required by the Lender pursuant to this Legal Charge or the exercise of its powers and the Mortgagor ratifies and confirms whatever any attorney does or purports to do as a result of this appointment in good faith.

21. This Legal Charge is in addition to any other security (present or future) held by the Lender for the Liabilities and shall not merge with or prejudice such security or any other contractual or legal rights of the Lender.
22. The Mortgagor shall at his own expense take whatever action the Lender may require (i) to make effective or protect any security intended to be created by this Legal Charge or (ii) to facilitate the realisation of the Property or any other asset charged by the Legal Charge or the exercise of any right power or discretion required by the Lender or any Receiver in connection with the Property or other charged assets.
23. Any Mortgagor who is not the legal owner of the Property and to whom section 30 or 31 of the Family Law Act 1996 applies:-
  - i. releases to the Lender his rights of occupation under section 30 in respect of the Property;
  - ii. agrees with the Lender that the charges created by this Legal Charge shall rank in priority to the charge created under section 31;
  - iii. postpones to the rights of the Lender any statutory registration of such rights arising under that Act which may have been made prior to the registration of this Legal Charge.
24. Any notice or demand to the Mortgagor under this Legal Charge shall be sufficiently served if it is sent by post or courier in a stamped addressed envelope to the Mortgagor at the home or business address of the Mortgagor (or any one or more of the persons constituting the Mortgagor) last known to the Lender or at the Property and proof of posting shall be deemed proof of service at 12 noon on

the day following the day of posting provided first class mail or special delivery service or courier delivery is used or on the next day following if such services are not used.

25. This security shall not be considered satisfied or discharged by any intermediate payment or the satisfaction of the whole or any part of the Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter or action whatsoever) in respect of the Liabilities.
26. The powers conferred upon the Lender by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees.
27. The Lender may from time to time waive any breach of this Legal Charge or grant any time or indulgence to the Mortgagor without affecting the Lender's rights powers or remedies.
28. This Legal Charge shall be governed by and construed in accordance with English law.