



Registration of a Charge

Company name: **C MAY FAMILY LIMITED**

Company number: **11292665**

Received for Electronic Filing: **10/04/2018**



X73LFBC8

Details of Charge

Date of creation: **05/04/2018**

Charge code: **1129 2665 0004**

Persons entitled: **CATHERINE ESTHER MAY**

Brief description: **2 LINDEN AVENUE, TUXFORD, NEWARK. NG22 0JR REGISTERED UNDER
TITLE NUMBER NT269347**

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: **LOUISE RICHARDSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11292665

Charge code: 1129 2665 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2018 and created by C MAY FAMILY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2018 .

Given at Companies House, Cardiff on 12th April 2018

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

Charge by way of legal mortgage

THIS MORTGAGE is made on 5 April 2018 between:

1. C May Family Limited c/o Wilkin Chapman LLP, The Maltings, 11-15 Brayford Wharf East, Lincoln. LN5 7AY (**The Mortgagor**)
2. Catherine Esther May of The Old Vicarage Town Street Sutton Cum Lound Retford Nottinghamshire DN22 8PT (**The Mortgagee**)

Definitions

1 In this deed the following terms have the following meanings.

'Business Day'	a day (other than a Saturday or Sunday) on which the clearing banks are open for normal banking business in the City of London.
'Indebtedness'	the Loan and all other money from time to time stated by this deed to be payable by the Mortgagor to the Mortgagee and any document supplemental to it (whether or not the supplemental document relates to the making of any additional loan) including the Mortgagees costs and expenses.
'Loan'	£85,000.00 (Eighty five thousand pounds).
'Property'	the property known as 2 Linden Avenue, Tuxford, Newark NG22 0JR with registered title number NT269347
'Property Taxes'	includes all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property.
'clause' and 'schedule'	respectively, clauses or schedules in this deed unless the context shows a contrary meaning.
'parties'	the parties to this deed.

2. Receipt

The Mortgagor acknowledges the receipt of the Loan of Eighty five thousand pounds (£85,000.00) lent to him by the Mortgagee.

3. Payment of principal

For as long as the powers of sale and appointing a receiver under this deed have not become exercisable the Mortgagee shall accept and the Mortgagor shall pay the Loan in full on demand.

4. Charge

The Mortgagor with full title guarantee charges the Property by way of legal mortgage with the payment of the Indebtedness to the Mortgagee.

5. Insurance

The Mortgagor shall keep the Property insured against fire and such other risks as the Mortgagee from time to time in writing directs for its full reinstatement value for the time being in some insurance office approved in writing by the Mortgagee in the name of the Mortgagor but with the interest of the Mortgagee noted on the policy and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Mortgagee the policy of insurance and the receipt for any premium payable in respect of it.

6. Repairs

The Mortgagor shall keep the Property in good repair and condition and free from any charges by a local authority for works of private improvement or otherwise.

7. Covenants

- 7.1 The Mortgagor shall pay all Property Taxes and any rent and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by him and produce to the Mortgagee on demand such evidence as the Mortgagee reasonably requires of his compliance with this covenant.
- 7.2 The Mortgagor shall not without the Mortgagee's written consent register under the Land Registration Act 2002 any person as proprietor of the Property, create or knowingly permit to arise or subsist any overriding interest affecting the Property or any part of it or permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property and the costs incurred by the Mortgagee of entering from time to time a caution against registration of the Property will be included in the Indebtedness.

8. Restriction on leases

The Mortgagor shall not without the Mortgagee's written consent grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it or any part of it.

9. Consolidation

Section 93 of the Law of Property Act 1925 does not apply to this deed.

10. Power of sale and appointment of receiver

- 10.1 Section 103 of the Law of Property Act 1925 does not apply to this deed.

10.2 The statutory and other powers of sale and appointing a receiver will arise on the date of this deed and will become exercisable by the Mortgagee without notice to the Mortgagor immediately if:

- (a) the Mortgagee demands payment of any money secured by this deed and it is not paid immediately on the date it is due;
- (b) any payment of any money payable by the Mortgagor under this deed is not paid on the due date whether demanded or not;
- (c) the Mortgagor fails to comply with any of his obligations under this mortgage or any document supplemental to it and the failure (if capable of being remedied) remains unremedied for 28 days after being called to his attention by written notice from the party not in default;
- (d) the Mortgagor becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;
- (e) the Mortgagor dies;
- (fa) the Mortgagor convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Mortgagee) for the purposes of and followed by amalgamation or reconstruction;
- (fb) for any reason anything is done or is omitted to be done as a result of which the Mortgagor is or is liable to be struck off the Register of Companies;
- (fc) an administration order is made or an administrator appointed in relation to the Mortgagor;
- (fd) a receiver or administrative receiver is appointed of any of Mortgagor's property;
- (g) the Mortgagor makes or seeks to make any composition or arrangements with its creditors;
- (g) a creditor takes control of the Mortgagor's goods or on the Property;
- (i) any steps are taken by any person to enforce any rights in respect of the Property; or
- (j) if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Mortgagor to the Mortgagee or to any other person or if any money payable by the Mortgagor under any such other security is not paid within 14 days of the due date;
- (k) the Mortgagor convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Mortgagee for the purposes of and followed by amalgamation or reconstruction.

10.3 A receiver appointed by the Mortgagee may exercise all the powers that the Mortgagee is entitled to exercise in respect of this mortgage and the Property except the power to appoint and remove a receiver.

11. Notices

11.1 Any notice given under this deed must be in writing and must be served:

- (a) personally; or
- (b) by registered or recorded delivery mail; or
- (c) by email or¹ facsimile transmission (the latter confirmed by post); or
- (d) by any other means which any party specifies by notice to the others as a means by which he is willing to accept service.

11.2 Each party's address for the service of notice is his above mentioned address or such other address as he specifies by notice to the others and until otherwise specified by notice those email addresses for the service of notices are as follows:

The Mortgagor: CMFpropertyrentals@gmail.com
The Mortgagee: champayne.kate@hotmail.co.uk

11.3 A notice is deemed to have been served:

- (a) if it was served in person, at the time of service;
- (b) if it was served by post, 48 hours after it was posted; and
- (c) if it was served by email or facsimile transmission, at 09.00 on the first working day after the time of transmission unless the parties sending and receiving the notice agree an earlier time of service.

11.4 A notice is deemed to be posted at the time of the last daily collection from the letterbox or post office at which the notice was posted after the actual time of posting. A "working day" means a day which is not Saturday, Sunday, Christmas Day, Good Friday, or day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.

12. (The Mortgagor's) defaults

12.1 If the Mortgagor fails to perform or observe any of his obligations under this mortgage the Mortgagee will be entitled but not obliged to take such steps as he thinks fit in or towards making good the Mortgagor's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

- 12.2 All money paid or liability incurred by the Mortgagee in the exercise of his rights under this deed is money properly paid by him and the Mortgagor shall pay them to the Mortgagee on demand.

13. Attorney

The Mortgagor irrevocably appoints the Mortgagee as his attorney to execute any document or do anything which is required for any of the purposes of this mortgage or the exercise or enforcement of any of the Mortgagee's rights and remedies under it.

14. Land Registry

The Mortgagor hereby consents to the lodgement at HM Land Registry of an application by or on behalf of the Mortgagee for the entry of the following restriction in the proprietorship register of the Property:

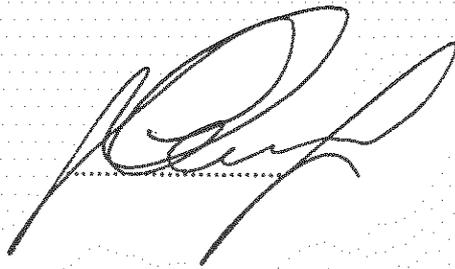
"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by Leslie Ian May of The Old Vicarage, 35 Town Street, Sutton-cum-Lound, Notts, DN22 8PT or its conveyancer."

15. Interpretation

- 15.1 In this mortgage references to any statutory provision are to the provisions as extended, modified, amended, re-enacted or replaced the date on which its construction is relevant for the purposes of this mortgage and not as originally enacted or as at the date of this mortgage
- 15.2 Any reference to a statute includes a reference to any regulations or orders made under or pursuant to it.

- 15.3 If any statutory provision is repealed in part or in whole without re-enactment, extension or modification, this clause will continue to apply as though that provision remained in force (or, eg) to the descriptions of uses within the use classes in being before the date of such repeal.
- 15.4 In this mortgage references to any mortgage are to that mortgage as extended, modified, amended or novated from time to time on which its construction is relevant for the purposes of this mortgage and not as originally made or as at the date of this mortgage.
- 15.5 In this mortgage, unless the context otherwise requires:
- (a) 'month' means calendar month;
 - (b) 'person' includes a corporation;
 - (c) the singular includes the plural and vice versa; and
 - (d) the masculine includes the feminine and vice versa.
- 15.6 The word 'person' is deemed to be used in any direct or indirect references to a person whether or not that word is used,
- 15.7 References in this mortgage to anything which any party is required to do or not to do include his acts, defaults and omissions, whether:
- (a) direct or indirect;
 - (b) on his own account; or
 - (c) for or through any other person; and
 - (d) those which he permits or suffers to be done or not done by any other person.
- 15.8 The effect of all obligations affecting the Mortgagee under this mortgage is cumulative and no obligation will be limited or modified by any other of those obligations unless there is in this mortgage an express limitation or modification.
- 15.9 Except where the context renders it absurd or impossible every reference to any party to this mortgage includes his or her successors in title and personal representatives, by and against whom this agreement will be enforceable as if they had been originally named as parties.

Signed as a Deed by
C May Family Limited by



a director, in the presence of



Witness Signature

LOUISE RICHARDSON

Witness Name

Jenos & Co
Retford

Witness Address

Solihull

Witness Occupation

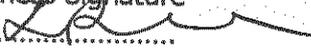
Signed as a Deed by
Catherine Esther May



in the presence of



Witness Signature



Witness Name

Jenos & Co
Retford

Witness Address

Solihull

Witness Occupation