



**Registration of a Charge**

Company name: **BARRY HOWARD HOMES (CENTRAL REGION) LIMITED**  
Company number: **09291407**



X5B09QV5

Received for Electronic Filing: **11/07/2016**

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**Details of Charge**

Date of creation: **05/07/2016**  
Charge code: **0929 1407 0001**  
Persons entitled: **WIGGINS & CO. LIMITED**  
Brief description: **THE FREEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS AT OVERSTONE PARK OVERSTONE NN6 OAS AND ADJOINING LAND REGISTERED AT HM LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER NN299430.**  
**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: **FREETHS LLP**



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

Company number: 9291407

Charge code: 0929 1407 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2016 and created by BARRY HOWARD HOMES (CENTRAL REGION) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th July 2016 .

Given at Companies House, Cardiff on 12th July 2016

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



DATED ..... **5 July** ..... 2016

- (1) BARRY HOWARD HOMES (CENTRAL REGION) LIMITED
- (2) WIGGINS & CO LIMITED

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**LEGAL CHARGE OVER Land and buildings at Overstone Park Overstone NN6 0AS**

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LONDON ♦ MILTON KEYNES



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THIS LEGAL CHARGE is made the

**5**

day of

**July**

2016

BETWEEN:

- (1) BARRY HOWARD HOMES (CENTRAL REGION) LIMITED incorporated and registered in England and Wales with company number 09291407 whose registered office is at 10 Bridge Street Northampton Northamptonshire NN1 1NW ("the Borrower"); and
- (2) WIGGINS & CO. LIMITED incorporated and registered in England and Wales with company number 158729 whose registered office address is 6 Hazelwood Road, Northampton NN1 1LW ("the Lender")

RECITALS:

- (A) The Borrower, which is a 50% owned subsidiary of the Lender, has been set up as a specific purpose vehicle for the purpose of developing the property described in clause 1.1 below which has been purchased today such property subject as mentioned in the schedule but otherwise free from incumbrances and is entitled to be registered at HM Land Registry as proprietor with title absolute
- (B) The Property is to be developed in conjunction with Barry Howard LLP and a joint venture agreement will be entered into regarding it pursuant to which the net profits of the development are to be split equally between the Borrower and Barry Howard LLP following development of the Property and sale of the various dwellings constructed
- (C) The Lender has agreed to lend to the Borrower the sum of £900,000.00 (Nine Hundred Thousand Pounds) to purchase the Property plus further sums to pay ancillary expenses and will advance further sums to pay for the development of the Property all of which are to be secured by this mortgage

NOW THIS DEED WITNESSES as follows:

## **1 DEFINITIONS**

1.1 In this legal charge:

"Base Rate" the base rate from time to time of the Bank of England

"Enforcement Event" means;

- (a) The Borrower fails to comply with any material term, condition, covenant or provision of, or to perform any of his obligations or liabilities under, this or any associated or collateral security; or
- (b) Any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or
- (c) Any judgment or order made against the Borrower or any surety by any court is not complied with within 21 days; or

- (d) The property of the Borrower or any surety becomes subject to any forfeiture or execution, distress, sequestration or other form of process; or
- (e) In the case of a company:
  - (i) the Borrower or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business; or
  - (ii) the Borrower or any surety makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part; or
  - (iii) a petition is presented for the making of an administration order in respect of the Borrower or any surety; or
  - (iv) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or
  - (v) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

"Interest Rate" means 4% above the Base Rate

"Property" means the freehold property known as Land and buildings at Overstone Park Overstone NN6 0AS and adjoining land registered at HM Land Registry with title absolute under title number NN299430

"Redemption Date" means **5 July** 2021

"Secured Sum" means all monies outstanding from time to time lent to the Borrower by the Lender in relation to the Property and its development

## **2 PAYMENT OF SECURED SUM AND COSTS**

In consideration of the of the initial advance now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out below

### **2.1 Secured Sum**

The Borrower covenants with the Lender to pay the Secured Sum to the Lender free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if any Enforcement Event occurs

### **2.2 Interest**

If the Secured Sum is not repaid on the Redemption Date the Borrower covenants with the Lender to pay to the Lender interest on the Secured Sum (or so much of it as may from time to time remain outstanding) at the Interest Rate from the Redemption Date until the date of redemption of

all Secured Sums such interest to be payable as well after as before any demand or judgment or the administration or liquidation of the Borrower

### 2.3 Early repayment

The Borrower may repay part of the Secured Sum at any time

### 2.4 Costs, Charges, Expenses and Other Liabilities

#### 2.4.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand, and on a indemnity basis, all reasonable and properly incurred costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Secured Sum

#### 2.4.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 2.4.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- 2.4.2.1 all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;
- 2.4.2.2 all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- 2.4.2.3 the exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- 2.4.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;
- 2.4.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
- 2.4.2.6 the doing of any other matter or thing which the Lender considers (acting reasonably) to be for the benefit or improvement of the security

### **3 LEGAL CHARGE**

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

### **4 BORROWER'S REPRESENTATIONS AND WARRANTIES**

4.1 The Borrower represents and warrants to the Lender that:

4.1.1 The execution of, and the observance and performance of his obligations under, this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement;

4.1.2 Where the Borrower is a Company that the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association

### **5 BORROWER'S COVENANTS AS TO THE PROPERTY**

The Borrower covenants with the Lender as set out below:

5.1 Repair

5.1.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in at least as good a condition as they are at the date hereof and in such a condition as to be safe and so as not to cause or be at risk of causing damage or injury to neighbouring property, the public highway or the occupiers or users thereof;

5.1.2 The Borrower will permit the Lender and his representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Lender becoming liable as mortgagee in possession;

5.1.3 If the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Lender and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession;

5.2 Insurance

5.2.1 Duty to Insure

The Borrower will:

5.2.1.1 ensure the Property is kept insured for its full reinstatement value (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), with the interest of



the Lender noted on the policy or at the option of the Lender in the joint names of the Borrower and the Lender against loss or damage due to the usual comprehensive risks and with a reputable insurance company or underwriter so as to oblige the insurer to have to notify the Lender in the event of the policy being cancelled or lapsing provided that the Borrower shall have 45 days to arrange such insurance from the date hereof; and

5.2.1.2 make all payments required for this purpose as and when they become due and on each renewal or change in the insurance policy to deliver to the Lender a copy of the policy of insurance and the receipt for each payment or other evidence such as a cover note showing the Insurance is on risk and summarising the main terms of the policy.

#### 5.2.2 Indemnity for Payments by the Lender

If the Borrower fails to perform any of his obligations under this clause and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such interest to be payable in the same manner as interest on the Secured Sum). All such money and interest shall be charged on the Property

#### 5.2.3 Application of Insurance Money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to his obligations under this clause 5.2) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose

#### 5.3 Outgoings

The Borrower will punctually pay, and indemnify the Lender against, all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

#### 5.4 General Covenant to Comply with Statutes etc.

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property (if applicable) are complied with in all respects

#### 5.5 General Covenant to Produce Notices etc.

5.5.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property in a material way and served upon the Borrower by any third party, and will allow the Lender to make a copy of it;

5.5.2 The Borrower will comply with any such order, direction, permission, notice or other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve;

## 5.6 Specific Covenants relating to Planning and Environmental Matters

### 5.6.1 Compliance with Conditions of Permission for Development

The Borrower will comply with all conditions in any permission for any development of the Property within the provisions of the Town and Country Planning Act 1990

### 5.6.2 Compliance with Environmental Matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

### 5.6.3 Compliance with Notices etc.

5.6.3.1 If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Town and Country Planning Act 1990 or the Environmental Protection Act 1990 the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it;

5.6.3.2 The Borrower will at his own expense in all respects comply with the requirements of any such notice, order or proposal without delay and in any event within any time which may be specified for compliance. Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice or order or proposal;

5.6.3.3 If the Borrower fails to take immediate steps to commence compliance, or fails within the relevant time limit to conclude compliance with any such requirement, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession and all costs and expenses so incurred by the Lender,;

5.6.3.4 The Borrower irrevocably appoints the Lender and his substitutes for the time being to be his attorney to apply for and procure on his behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause to be executed by the Lender on the default of the Borrower;

5.6.3.5 All expenses incurred by the Lender in securing such licences permissions and other things shall be treated as part of the cost of the works and such expenses

## 5.7 Leasing and Disposal

The Borrower must not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) and then only to the extent permitted by and in accordance with any conditions attached to such consent):

- 5.7.1 Exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or
- 5.7.2 Otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it

## 5.8 Compliance with Terms of Conveyances etc.

- 5.8.1 The Borrower will observe and perform the obligations arising from the matters mentioned in the registered title(s) of the Property and the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower;
- 5.8.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms;
- 5.8.3 All expenses damages and costs incurred by the Lender in relation to any such breach together with interest at the Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4

## 5.9 Not to Register

The Borrower must not without the previous consent in writing of the Lender cause or allow any person other than the Borrower to be registered under the Land Registration Acts as proprietor of the Property or any part of it

## 5.10 Other Charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

# **6 LENDER'S POWERS AND RIGHTS**

## 6.1 Exercise of Statutory Powers

- 6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security;
- 6.1.2 At any time after the occurrence of an Enforcement Event or after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

## 6.2 Extension of Statutory Powers

- 6.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit;
- 6.2.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12);
- 6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise;
- 6.2.4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in negligence or otherwise

## 6.3 Powers in respect of Furniture and Effects

- 6.3.1 At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage;
- 6.3.2 The Lender will have no liability to the Borrower for any loss incurred in connection with any such removal, storage, preservation, sale or disposal;
- 6.3.3 In the event of the Borrower being a company the Lender will have the right to set off any such proceeds of sale against the sums due under this security
- 6.3.4 In the event of the Borrower being an individual or individuals the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand
- 6.3.5 The provisions of this clause are not intended to grant the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

## 6.4 Power to Appoint a Receiver

- 6.4.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property;
- 6.4.2 The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver;
- 6.4.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed;
- 6.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply;
- 6.4.5 Where more than one receiver is appointed they shall have the power to act severally;
- 6.4.6 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration;
- 6.4.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail;
- 6.4.8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation (or) bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:
- 6.4.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;
  - 6.4.8.2 to manage or carry on or concur in carrying on any business of the Borrower;
  - 6.4.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
  - 6.4.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;

- 6.4.8.5 to seize and sever all or any fixtures at or in the Property (where the Borrower is an individual) other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
  - 6.4.8.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
  - 6.4.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.4.8.6;
  - 6.4.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
  - 6.4.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
  - 6.4.8.10 to acquire by purchase lease or otherwise any further property assets or rights;
  - 6.4.8.11 to appoint, employ and dismiss managers, officers, contractors and agents;
  - 6.4.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable (acting reasonably) for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers
- 6.4.9 All money received by any receiver shall be applied by him:
- 6.4.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
  - 6.4.9.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;
  - 6.4.9.3 in or towards satisfaction of the amount owing on this security;
  - 6.4.9.4 and the surplus (if any) shall be paid to the Borrower or other persons entitled to it

6.5 Right to Consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security

## **7 POWER OF ATTORNEY**

The Borrower by way of security irrevocably appoints the Lender and any receiver severally to be the attorney of the Borrower (with full power of substitution and delegation) to do in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Lender or any receiver pursuant to this Deed or the exercise of any of their powers under or in relation to this Deed

## **8 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE**

8.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Sum or other sums due under this Deed and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

8.2 Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this Deed

8.3 The Borrower shall at its own cost at the Lender's request execute any deed or document and take any action reasonably required by the Lender to perfect this security

## **9 RE-ASSIGNMENT**

Upon and subject to the Secured Sum and all other sums due under this Deed being paid to the Lender the Lender shall at the written request of the Borrower (but subject to the rights and claims of any persons having prior rights thereto) immediately discharge the security hereby created

## **10 PROTECTION OF PERSONS DEALING WITH THE LENDER OR A RECEIVER**

10.1 No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

10.1.1 Whether this security has become enforceable;

10.1.2 Whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;

10.1.3 The propriety, regularity or purpose of the exercise or purported exercise of any such power;

10.1.4 Whether any money remains due under the security; or

10.1.5 The necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

## **11 INDULGENCE AND WAIVER**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

## **12 RESTRICTION**

The Borrower and the Lender hereby apply to the Land Registry for the entry of the following restriction upon the proprietorship register of the title to the Property: -

"no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Wiggins & Co Limited of Church Lodge High Street Creton Northampton NN6 8NA or its conveyancer"

## **13 DEMANDS AND NOTICES**

- 13.1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on the Borrower (if an individual) or in the case of a company any one of the directors or the secretary of the Borrower, by first class letter post, telex or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or its registered office or in the case of a company at any of its principal places of business
- 13.2 Service shall be deemed to be effected notwithstanding the death (or) dissolution of the Borrower:
- 13.2.1 at 10 a.m. on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;
- 13.2.2 when left at the property concerned if delivered
- 13.3 The methods of service described in clause 13.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196
- 13.4 If the expression "the Borrower" includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

## **14 VALIDITY AND SEVERABILITY**

- 14.1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired
- 14.2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper



execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

## **15 INTERPRETATION**

15.1 Unless the context otherwise requires:

15.1.1 the singular includes the plural and vice versa;

15.1.2 references to persons include references to firms companies or corporations and vice versa; and

15.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa

15.2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

15.3 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this mortgage by more than one person shall be deemed to have been given jointly and severally by those concerned

15.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it

15.5 The clause headings do not form part of this mortgage and shall not be taken into account in its construction or interpretation

15.6 Any reference to a clause or a paragraph or a schedule is to one in this mortgage so numbered or named

## **16 GOVERNING LAW AND JURISDICTION**

16.1 This mortgage shall be governed by and construed in accordance with English law

16.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

16.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

IN WITNESS whereof this document has been duly executed as a deed and delivered the day and year first before written

EXECUTED as a DEED and DELIVERED by )  
**WIGGINS & CO. LIMITED** acting by one )  
director in the presence of: - )

.....  
Director

Signature: .....

Witness Name: .....

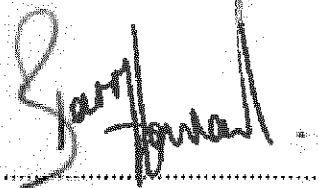
Witness Address: .....

.....

.....

Witness Occupation:

EXECUTED as a DEED and DELIVERED by )  
**BARRY HOWARD HOMES (CENTRAL )**  
**REGION) LIMITED** acting by one director in )  
the presence of: - )



.....  
Director

Signature:  .....

Witness Name: Aimee Ash .....

Witness Address: 90A LOYD ROAD .....

NORTHAMPTON .....

NN1 5JE .....

Witness Occupation: Office Manager .