

0083571E3

In accordance with Sections 859A & 859J of the Companies Act 2006

# MR01

## Particulars of a charge



A fee is payable with this form. Please see 'How to pay' on the last page

You can use the WebFiling service. Please go to www.companieshouse.gov.uk

**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument

**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR08

WEDNESDAY



\*A2DSH4RK\*

A06

31/07/2013

#349

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

### 1 Company details

Company number: 3 7 0 9 0 1 2

Company name in full: SPRING FINANCE LIMITED

For official use  
53  
▶ **Filing in this form**  
Please complete in typescript or in bold black capitals  
All fields are mandatory unless specified or indicated by \*

### 2 Charge creation date

Charge creation date: 1 7 20 11 20 13

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: SF13 LIMITED

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below

I confirm that there are more than four persons, security agents or trustees entitled to the charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

THE BENEFIT OF THE INDEBTEDNESS SECURED BY A CHARGE BY WAY OF A LEGAL MORTGAGE DATED 30.07 2013 AND MADE BETWEEN (1) SPRING FINANCE LIMITED (AS MORTGAGEE) AND (2) STEVEN ANTHONY DURRANT-REES (AS MORTGAGORS) IN RESPECT OF 49 HARRINGTON ROAD, LEYTONSTONE, LONDON, E11 4QN BEING THE PROPERTY REGISTERED AT H M LAND REGISTRY UNDER TITLE NUMBER EGL101578

5

**Fixed charge or fixed security**

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

- Yes
- No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

- Yes Continue
- No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

- Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

- Yes
- No

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### Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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### Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge

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Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
Alex Dowden/ Spring/ DURRANT-REES

Company name  
BRIGHTSTONE LAW LLP

Address  
Brightstone House

511 Centennial Park

Centennial Avenue

Post town  
Elstree

County/Region  
Hertfordshire

Postcode  
W D 6 3 F G


Country

DX  
DX 57165 Edgware

Telephone  
020 8731 3080

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland.**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



DX

**FILE COPY**

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

Company number: 3709012

Charge code: 0370 9012 0053

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2013 and created by **SPRING FINANCE LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2013.

Given at Companies House, Cardiff on 1st August 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Legal Charge

Pursuant to a Consumer Credit Agreement

THIS LEGAL CHARGE IS MADE THE 17<sup>th</sup> DAY OF JULY 20 13 Between

(1) the Mortgagee SPRING FINANCE LTD of REGENT HOUSE, ALLUM GATE, ELSTREE AND BOREHAMWOOD, HERTS, WD6 4RS. and (2) the Mortgagor STEVEN ANTHONY DURRANT-REES of 49 HARRINGTON ROAD, LEYTONSTONE, LONDON, E11 4QN.

PROPERTY CHARGED -

A first / second / third / fourth mortgagee of the freehold/leasehold property known as - 49 HARRINGTON ROAD, LEYTONSTONE, LONDON, E11 4QN

Title No EGL101578 (hereinafter called 'the property')

THIS LEGAL CHARGE is made between the parties set out above and shall take effect upon such date as the Consumer Credit Agreement pursuant to which this Legal Charge is made is executed and dated by or on behalf of the lender therein and the mortgagee therein

In this Legal Charge where the context so requires or admits the masculine shall include the feminine and where there are two or more persons included in the expression 'the Mortgagor', the singular shall include the plural and any covenant declaration or certificate expressed to be made or given by the Mortgagor is and shall be deemed to be made or given by such two or more persons jointly and severally

In this Legal Charge where the context so admits the expressions 'the Mortgagor' and 'the Mortgagee' shall include the persons deriving title under the mortgagor and the Mortgagee respectively

BY THIS LEGAL CHARGE -

- 1 The Mortgagor with Full Title guarantee hereby charges to the Lender all legal estates and interests in the property which do now or may at any time in the future belong to him with the payment of all sums which shall or may become due both hereunder and under the Credit Agreement
2 The Mortgagor further charges by way of equitable mortgage all equitable interests in the property which do now or may at any time in the future belong to him with the payment of all sums which shall or become due hereunder (but without prejudice) to the validity of the legal charge on any legal estate or interest
3 The Mortgagor authorises the Mortgagee to correct any wrongly completed name or address shown herein and to insert the title number of the property against its description for the purposes of identifying the property and/or the registration of this Legal Charge as a registered charge

IN WITNESS whereof the Mortgagor confirms execution hereof as a Deed by his signature below and by delivery to the Mortgagee

SIGNED SEALED AND DELIVERED by the Mortgagor(s)

in the presence of (witness)

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Signature

Name

Address

Handwritten witness details: D. Brandon, Donna Brandon, 80 Thornhill Gardens, Barking, Essex, E9 11 9TY.

(To be signed on Copies supplied to H M Land Registry)

We hereby certify that this is a true copy

Mortgagee's Solicitors

NOTE - RECEIPT NOT TO BE USED FOR REGISTERED CHARGES

The within named Mortgagee hereby acknowledges that they now receive the balance of all monies secured by the within written Legal Charge payment whereof having been made by the written mortgagor

Signed as a deed by the Mortgagee acting as its Director(s) and/or Secretary

This day of

In the presence of

Director

Secretary

We hereby certify this to be a true copy of the original

Handwritten signature

4 The Mortgagor covenants with the Mortgagee and hereby agrees and declares as follows -

- (1) The Mortgagor shall keep the property insured with an insurance company of his choice approved by the Mortgagee against all risks for its full reinstatement value including site clearance and architects fees and authorises the Mortgagee to claim on behalf of the Mortgagor and to give a good and valid receipt to insurers for any monies payable under such insurance
- (2) The Mortgagor shall protect, put and keep the property in good repair and not do anything to devalue it
- (3) The Mortgagor shall not without the previous written consent of the Mortgagee grant a lease or licence in respect of the property or any part of it or part with possession of any part of it
- (4) The Mortgagor shall send to the Mortgagee forthwith a copy of any notice or demand which affects or may affect the property or his possession thereof served on him by any local authority or any other person or both
- (5) The Mortgagor shall perform each and every obligation required to be fulfilled in the Credit Agreement of even date

5 The Mortgagor hereby -

- (1) Release to the Mortgagee his rights of occupation (if any) under section 1 of the Matrimonial Homes Act 1983 (or any statutory modification thereof or in substitution thereof) in respect of the property
- (2) Agrees with the Mortgagee that the charge or charges hereby created shall rank in priority to the charge created by such rights of occupation (if any) under Section 2 of the said Act (or any statutory modification thereof or in substitution thereof), and
- (3) Postpones to the Mortgagee any statutory registration of such rights under the said Act as he may have effected

6 In any case where the security consists of registered land, the Mortgagors consent to the registration of a restriction that except under an order of the Registrar no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated herein in favour of the mortgagee

7 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

8 The statutory power of sale shall apply to this Legal Charge but without the restrictions contained in section 103 of the Law of Property Act 1925 and shall become excisable if and when the Mortgagee makes 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 herein

9 If the Mortgagee shall enter into possession of the property or of the rents and profits thereof he shall do so without being liable to the Mortgagor as mortgagee in possession

10 Section 93 of the Law of Property Act 1925 shall not apply to this deed

11 If the mortgagee takes possession of the Property as a result of default by the Mortgagor he may act entirely at his own discretion as to the time and manner of sale and may if he wishes grant a lease or leases of the Property whether at a rent without any premium or otherwise and he may deal with part only of the Property or with different parts in different ways

12 If the Mortgagee takes possession of the Property he may sell or otherwise deal with any furniture or goods which the Mortgagor has left there as the Mortgagor's agent and at the Mortgagors expense but without liability to the mortgagee for any damage or loss arising thereby This clause shall not give the Mortgagee any such right as would make this Legal Charge a Bill of Sale

13 If the Mortgagor fails to do anything which he is required to do by this Legal Charge the Mortgagee may at his discretion remedy the failure

14 Any notice or demand under this Legal Charge shall be sufficiently served if it is sent by post 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 Mortgagee or at the property and proof of posting shall be deemed proof of service in the forenoon of the day following the day of posting provided first class mail services is used or on the next day following if first class mail service is not used

15 The Mortgagor as legal Owner and Full Title Guarantee hereby (to the intent that the security so consisted shall be a continuing security) charges in favour of the Mortgagee with the payment and discharge of present and future indebtedness by way of floating charge all the undertaking and all the Property and assets of the Mortgagor