

S

LOAN DEED (INCORPORATING TABLE CHARGE)

A

M

(1) << Name of Borrower'

(2) << Name of the Lender'

P

L

E

THIS DEED IS MADE the << day

BETWEEN:

- (1) << Name of Director >> (the
- (2) << Name of Company >> (th & Wales
with company number << Co situated
at << Registered Address >>

NOW IT IS HEREBY AGREED as

BACKGROUND

The Borrower is [connected agreed to
provide the Borrower with a

1. Definitions and Interpretat

1.1 In this Deed:-

“Advance”	
“Commencement Date”	
“Event of Default”	d in
“Existing Security”	en this tten of the
“Occupation Leases”	and/or and all nd any r rent fit of or
“Potential Event of Default	d, on grace his
“Property”	
“Rents”	sums ums, ny any

	Value Added Tax payable on or in respect of the same and all insurance moneys payable in respect of loss of rents;
“Repayment Date”	means each of the dates specified in clause 7 where a Repayment Instalment becomes due;
“Repayment Instalment”	means each of the instalments specified in clause 7 and Schedule 1;
“Security”	means any mortgage, debenture, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, title retention or any other type of arrangement having a similar effect to any of them (other than as created by this Deed);
“Unpaid Amount”	means any sum or amount of the Loan which has not been repaid on the date it falls due under this Deed;
“Warranties”	means the warranties set out at clause 10.

1.2 Any reference in this Deed to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in this Deed are for convenience only and shall not affect their interpretation.

2. The Loan

Subject to and in accordance with this Deed the Lender agrees to lend to the Borrower on the Commencement Date the principal sum of £<< amount >> (the “Loan”).

3. Purpose

3.1 The Borrower shall use all sums borrowed by it under this Deed for << purpose for which the loan is to be used >>.

3.2 The Lender is not obliged to monitor or verify how any amount under this Deed is used.

4. Drawdown

4.1 The Loan is available for drawing by the Borrower in [not more than << number >> Advances] [one Advance].

4.2 The Lender shall pay [each] [the] Advance to the Borrower in immediately available cleared funds on the date of the relevant Advance to, or for the account of, the Borrower.

4.3 [The Advances are payable to the Borrower by the Lender in the following amounts and on the following dates:

any of the Property provided that nothing in this sub-clause shall constitute a breach of the Deed or a breach of the mortgagee in possession.

9. Warranties

The Borrower

9.1 The Borrower is the beneficial owner of and has good title to the Property except for the Existing Security.

9.2 The Borrower has taken all necessary action and obtained all required or necessary consents to execute, deliver and perform its obligations under the Deed and all authorisations are in full force and effect.

9.3 The information supplied to the Lender in electronic format, supplied by the Borrower to the Lender in connection with the loan and this Deed was, at the time it was supplied, true and correct to the Borrower's knowledge:

9.3.1 The information was accurate in all material respects at the time it was supplied.

9.3.2 The information was not, in any material respect, nor rendered misleading by a false or misleading statement of information,

except as amended, superseded or updated by more recent information supplied by the Borrower to the Lender.

9.4 There has been no adverse change in the financial condition of the Borrower since the last information specified under Sub-clause 10.3 was provided to the Lender by the Borrower.

9.5 No Event of Default has occurred or is continuing at the date of this Deed.

10. Covenants

The Borrower covenants to the Lender as follows:

10.1 The Borrower shall not assign, transfer, create any Security (except for the Existing Security) or otherwise dispose of the Property or any part thereof without the Lender's consent. The Borrower shall not do the foregoing acts without the Lender's consent.

10.2 The Borrower shall notify the Lender of any Potential Event of Default or Event of Default (as defined in the Deed) taken, if any, to remedy it) promptly on becoming aware of the same.

11. Events of Default

11.1 Each of the circumstances set out below is an Event of Default.

11.1.1 The Borrower fails to pay any Repayment Instalment due under this Deed within << number >> days from the Repayment Date.

11.1.2 The Borrower's statements are (or prove to have been) incomplete, untrue or misleading.

11.1.3 The Borrower is involved in any insolvency proceedings against the Borrower or enters into an arrangement with creditors;

11.1. used against the Borrower to attach or take
property for payment of a debt;

11.1. after the Property becomes enforceable and is not
days of enforcement commencing;

11.1. as director of the Lender ceases for any

11.1. ;

11.1. (or circumstances exist) which, in the
the Lender, is likely to materially and adversely
Borrower to perform all or any of its obligations
ply with, the terms of this Deed.

11.2 The Borrower shall pay any costs incurred by the Lender in taking any
steps to enforce its rights due under this Deed.

12. Enforcement

The Unpaid Amount shall (subject to the service
of notice and any court order) become immediately due and
payable with interest by the Borrower and the security created under clause 9
shall become enforceable on the occurrence of any Event of Default
without the need for a demand for payment.

13. Power of sale

13.1 Section 1 of the Law of Property Act 1925 shall not apply to the Loan and
this Deed shall become immediately enforceable
under powers conferred on mortgagees by the Law
of Property Act 1925 and or extended by this Deed shall become
immediately enforceable any time after the Loan or any part thereof
becomes due and payable without the restrictions contained in that Act
as to the manner of sale otherwise.

13.2 Notwithstanding anything contained in this Deed or any other document,
the Lender may have become due and payable within the
time specified in the Law and Property Act 1925 immediately on the
execution of a writ or order of the court.

13.3 The provisions of the Law of Property Act 1925 shall not apply to this
consolidating mortgage securities which is
the Law of Property Act 1925 shall not apply to this

13.4 For the purposes of the Law of Property Act 1925 the expression
“Mortgage” shall include any encumbrancer deriving title under the Borrower
and shall not apply to the provisions of section 99 of the Law of Property Act 1925 shall not

14. Receivers

14.1 At any time after the occurrence of an Event of Default specified in clause 12, the Lender may

SAMPLE

- c) maintain, redecorate, fit out and furnish the Property or replace or repair all the fixtures and fittings thereon;
- d) provide services (including without limitation heating, ventilation, air conditioning and lighting) which may be deemed expedient in relation to the management of the Property;
- e) perform repudiate rescind, vary, modify, assign, novate, discharge, terminate, contract or agreement, option agreement, licence, building contract, or professional appointment or contract which relates in any way to the Property or any part thereof or fixtures and fittings thereon and to appoint, hire and engage and to rate such contractors, advisers, professionals, consultants, agents,endants, managers, officers, workmen and others and to pay them at such salaries fees or remuneration and to discharge such duties as he shall think fit and to discharge such duties;
- f) observe the restrictions imposed by Section 103 of the Landlord and Tenant Act 1925 or any need to observe all or any of the provisions of Section 99 of such Act to sell or convey or to mortgage or selling or transferring, lease or concur in leasing, or to accept or accepting surrenders of leases, terminate or concur in terminating or surrender or concur in surrendering leases, grant or to grant licences, terminate or concur in terminating or to dispose of the Property in respect of which the receiver is appointed in any manner and generally on such terms and conditions as he shall think fit and to carry any such sale, transfer, leasing, mortgage or licensing into effect by conveying, assigning, novating, surrendering, terminating, surrendering or licensing;
- g) remove fixtures and fittings from the Property and sell the same and to dispose of the premises to which they are affixed or in which they are situated;
- h) execute, execute, lease or other disposal of any land or buildings or any assets into effect by conveying, transferring, assigning, novating, the Borrower's name and for that purpose to execute, execute and other contractual obligations in the name of the Borrower;
- i) execute any interest in any real or personal property which he may think fit or desirable to acquire in order to maintain or improve the Property or any part thereof and to grant or to execute covenants and licences and to make exchanges and to execute agreements for the revision of boundaries;
- j) execute any arrangement or compromise of claims as he shall think fit;
- k) execute any new any insurances which he shall deem fit;
- l) execute and appoint such managers, contractors and professional advisers and consultants on such terms as he shall think fit including without limitation power to engage and to discharge the conduct of the receivership;
- m) execute any declarations for value added tax purposes as the receiver shall in his absolute discretion think fit;

n) borrow money from the Lender or any other person to the security constituted by or pursuant to without a mortgage or charge on the Property or orally on such terms and conditions as he may advancing any such moneys shall be concerned propriety or purpose of the exercise of this power of any moneys so raised or borrowed;

o) obtain planning permissions in respect of the without limiting the generality of the foregoing agreements in connection therewith; and

p) convert the Property into as many flats and/or all think fit and then to sell such flats and/or any or in any combination using any method for think appropriate and without prejudice to the thing he shall have power:

and/or tenancies of the Property and to grant except surrenders of any leases or tenancies at or premiums and considerations and upon such conditions including provisions for the review of rent of long leases at a premium with or without a reserved as he shall in his absolute discretion think

management company or companies for the of the Property and to grant shares in such companies and to transfer the freehold of the with company or companies on any terms which he appropriate.

q) other things as may seem to the receiver to be e to any other power vested in him or to be of the security constituted by or pursuant to

14.7 Every shall be deemed at all times and for all purposes and the Borrower shall be solely responsible for his acts payment of his remuneration.

14.8 Every shall be entitled to remuneration for his services at a ment between him and the Lender (or failing such Lender) appropriate to the work and the basis of charging from time to time adopted practice or the current practice of his firm and maximum rate specified in Section 109(6) of the Law

15. Land Regis

15.1 Neither agreed notice to be entered on the registered title to this Deed.

15.2 The Le lateral notice to be entered on the registered title Borrower shall not object to such an application.

15.3 "Agree notice" have the meanings ascribed to them by tion Act 2002.

F

- but for the purpose of this Deed or diminish its effectiveness.
- 21.2 The signature of the Lender under this Deed is in addition to and is not in any way prejudicial to any rights or remedies which the Lender may have in respect of the loan, including without limitation, any rights arising under any other law or equity.
22. **Remedies, Waivers and Consents**
- 22.1 Any agreement or consent shall be in writing and signed by or on behalf of each party.
- 22.2 Any waiver or consent given under this Deed is only effective if it is in writing and signed by the giving and consenting party and applies only in the circumstances specified.
- 22.3 No delay or waiver of any right under this Deed shall operate as a waiver of any other right under this Deed.
- 22.4 No single or partial exercise of any right under this Deed shall prevent any further exercise of any other right under this Deed.
- 22.5 The remedies provided under this Deed are cumulative and not exclusive of any remedies provided by law or otherwise.
23. **Severance**
- If any provision of this Deed is held by any competent authority to be invalid or unenforceable, the validity of the other provisions of this Deed and the enforceability of the remainder shall not be affected thereby.
24. **Third Parties**
- A person who is not a party to this Deed shall have no rights under this Deed pursuant to the Third Parties (Rights Against Contract) Act 1999.
25. **Communications**
- 25.1 All communications between the parties about the loan shall be in writing and delivered by one of the following methods:
- 25.1.1 Communications to the Lender) to its registered office or as shall be notified to the Borrower by the Lender;
- 25.1.2 Communications to the Borrower) to any address of which the Lender has been notified in any document which forms part of the Deed or as shall be notified to the Lender by the Borrower.
- 25.2 Communications shall be deemed to have been received:
- 25.2.1 by the Lender, two Business Days after posting (by first class post, two Business Days after posting (by first class post, two Business Days after posting); or
- 25.2.2 by the Borrower, on the day of delivery; or

25.2.

on a Business Day prior to 5.00 pm, at the time
otherwise on the next Business Day.

25.3 Comm
<< Nat

the Lender shall be marked for the attention of

26. **Governing Law**

This Deed (i
associated t
laws of Eng
the Parties
obligations a
the courts of

actual matters and obligations arising therefrom or
rned by, and construed in accordance with, the
oute, controversy, proceedings or claim between
ent (including any non-contractual matters and
ociated therewith) shall fall within the jurisdiction of

IN WITNESS OF W
year first above writ

executed and delivered this Deed the day and

Signed as a deed b
<<Name of Borrower
in the presence of:

Signature:

Signature of witness

Name (in BLOCK C

Address _____

Executed as a deed
directors]

acting by [a director and its secretary] [two

Signature of Director

Signature of [Direct

[Alternative execu

company seal)

Executed as a deed
the common seal of
<<Lender's Name>>
in the presence of

<<affix seal here>>

Director

Director/Secretary]

[Alternative execution
witness)

Executed as a deed
<<Lender's Name>>
acting by a director
presence of

Signature of witness

Name (in BLOCK CAPITALS)

Address

one director's signature in presence of a

Signature:

Director

]

SAMPLE

EDULE 1 Property

Property Address:
Freehold or leasehold
Land Registry title number

```

postal address of property to be charged >>
tenure "freehold" or "leasehold" >>
number >>

```

S
A
M
P
L
E

SCHEDULE 2
Monthly Instalments

Loan Amount:

Interest payable:

Commencement Date:

Repayment Date	Capital Repayment	Interest Repayment
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		
<< Date >>		