

Title Number : K617864

This title is dealt with by HM Land Registry, Nottingham Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 24 JUL 2020 at 15:36:14 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: K617864
Address of Property	: 10 Mulberry Court, Grand Parade, Littlestone, New Romney (TN28 8LZ)
Price Stated	: £100,000
Registered Owner(s)	: WILLIAM DAVID WIMBLE of Flat 10, Mulberry Court, Grand Parade, Littlestone-on-Sea, Kent TN28 8LZ.
Lender(s)	: Southern Pacific Mortgage Limited

Title number K617864

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 24 JUL 2020 at 15:36:14. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

KENT : FOLKESTONE AND HYTHE

- 1 (11.09.1986) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Mulberry Court, Grand Parade, Littlestone, New Romney (TN28 8LZ).

NOTE: Only the ground floor flat is included in the title.

- 2 The Conveyance dated 16 December 1947 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS AND IT IS HEREBY DECLARED that the Purchasers and their successors in title shall not be entitled to any rights of light or air which would in any manner diminish or interfere with the free and unrestricted user of any adjoining property now belonging to the Vendor either for building or any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right."

- 3 (11.09.1986) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 1 August 1986
Term : 99 years from 24 June 1985
Rent : As therein mentioned
Parties : (1) Bird Builders Limited
(2) Elizabeth Ann Lawn

- 4 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 The lessor's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (12.02.2003) PROPRIETOR: WILLIAM DAVID WIMBLE of Flat 10, Mulberry Court, Grand Parade, Littlestone-on-Sea, Kent TN28 8LZ.

B: Proprietorship Register continued

- 2 (12.02.2003) The price stated to have been paid on 28 January 2003 was £100,000.
- 3 (12.02.2003) The covenants implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor are modified.
- 4 (19.06.2006) RESTRICTION: 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 13 June 2006 in favour of Southern Pacific Mortgage Limited referred to in the Charges Register.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 16 December 1947 made between (1) Cyril Edgar Andrews (Vendor) (2) Frank William Gorteen and (3) Giles Herbert Howarth and Emily Howarth (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (19.06.2006) REGISTERED CHARGE dated 13 June 2006.
- 3 (19.06.2006) Proprietor: SOUTHERN PACIFIC MORTGAGE LIMITED (Co. Regn. No. 3266119) of Deeds Admin Team, St. Johns Place, Easton Street, High Wycombe, Bucks HP11 1NL and of DeedsAdmin@capstonemortgageservices.co.uk.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 16 December 1947 referred to in the Charges Register:-

"THE Purchasers to the intent and so as to bind (so far as practicable) the premises hereby conveyed into whosoever hands the same may come and to benefit and protect the residue of the said Estate situated within a radius of half a mile from such premises hereby covenant with the Vendor to perform and observe the stipulations and restrictions specified in the said Third Schedule hereto PROVIDED that the Purchasers shall not be liable in damages for any breach of this covenant committed after they shall have ceased to have any interest in any part of the premises hereby conveyed PROVIDED ALSO that nothing herein contained shall prejudice or affect the right of the Vendor or his successors in title to sell transfer or otherwise deal with any part of the residue of the said estate free from some or all of the stipulations and restrictions aforesaid or subject to such other stipulations and restrictions (if any) as the Vendor may think fit nor the right of the Vendor or his successors in title to release any part of the said Estate from the said restrictions and stipulations or any of them.

THE THIRD SCHEDULE above referred to

1. (i) The Purchasers shall forthwith make and for ever maintain a proper boundary wall or fence on the sides marked "T" on the said plan and in such a position and of such materials as shall be approved by or on behalf of the Vendor.

(ii) No wall or fence against a road (except walls or fences if any now existing) shall exceed Six feet in height from the surface of the road or footpath.
2. No building or erection (except a wall or fence not exceeding the height aforesaid) shall at any time be erected beyond the building line now or for the time being prescribed by the local authority.
3. (i) No house or other premises of less value than £1,000 shall be

Schedule of restrictive covenants continued

erected upon any plot.

(ii) The above sum shall be exclusive of the cost of stables garages out-buildings and fencing and the cost of any house or other building shall be taken to be the net cost in materials and labour of construction only at the lowest current prices.

4. All dwellinghouses or other premises to be used for human habitation shall have all exterior walls built of brick stone or concrete and the roofs shall be tiles with red or brown clay tiles.

5. (i) The Purchasers shall not erect or allow to be erected any shop workshop manufactory beer-shop public house club or hotel for the sale of malt and spirituous liquors, or any building other than a dwellinghouse and/or garage stables store and outhouses.

(ii) If at any time of the erection of any dwellinghouse pursuant to sub-paragraph (1) of this paragraph main drainage shall not then be available for the plot on which the same shall be erected the Purchasers shall contemporaneously with the erection of such dwellinghouse construct and instal and until main drainage shall become available thereafter maintain and use Septic Tank Drainage of a type approved by the Vendor.

6. No temporary building hut or shed tent caravan house-on-wheels exhibition fair or roundabouts shall be permitted neither shall any rubbish be deposited nor shall anything be done or permitted which shall or may at any time become a public or private nuisance or cause damage injury or annoyance to the owner tenant or occupier of any neighbouring property.

7. No gravel clay sand chalk stone earth or material whatsoever shall be excavated except when necessary for building purposes."

NOTE: The T marks referred to in paragraph 1 are now internal.

End of register