

Title Number: DU254616

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Durham (Southfield) Office (0191) 301 3500



Legal Mortgage by Owner to Secure Own Account

made on 31st day of August 2006

THIS IS AN IMPORTANT LEGAL DOCUMENT. ONCE YOU HAVE SIGNED IT YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU WILL BECOME LIABLE TO PAY MONEY TO THE BANK AND THE BANK MAY BECOME ENTITLED TO ENFORCE ITS RIGHTS AGAINST YOUR PROPERTY IF YOU FAIL TO PAY MONEY TO THE BANK IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. WE STRONGLY ADVISE YOU TO OBTAIN LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS DOCUMENT.

By this Legal Mortgage made between you:

Raymond Mallon of 10 Bakery House, 1 Daylight Road, Stockton-on-Tees TS19 0SR	Box A
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Name and Address/Registered Office and Registered Number (if applicable) of each owner.

and us, Clydesdale Bank PLC (trading as Yorkshire Bank) of 30 St Vincent Place, Glasgow, G1 2HL, you charge the *Property* to secure your liabilities to us on the terms which appear in this *Mortgage*.

Description of the freehold/leasehold property to be mortgaged Box B

Address:

6 Ropner Gardens, Middleton St. George, DL12 1FB
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Registered Land

Title number(s)	Administrative Area
DU254616	Darlington

Unregistered Land The property is comprised in the following deeds(s)

Date	Description of deeds(s)	Parties

Particulars of any assets to be charged pursuant to paragraph 2.4.1 (Companies and Limited Liability Partnerships only)

Box C

Located at

together with all accessories, additions and improvements to, and renewals and replacements of such equipment and goods.

Form of charge filed at HM Land Registry under reference MD425S

1. You undertake to pay us the *Secured Obligations*
2. As security for the payment and discharge of the *Secured Obligations* and all other sums of money and liabilities owed under this *Mortgage*, with full title guarantee:
 - 2.1 you charge the *Property* to us by way of legal mortgage.
 - 2.2 you assign to us the *Related Rights*.
 - 2.3 you assign to us the goodwill belonging to you of all businesses from time to time carried on or at the *Property* with the benefit of all *Permits* which you may hold in connection with such businesses.
 - 2.4 If you are a corporate body including a body registered under the Companies Acts or a Limited Liability Partnership you also charge to us:
 - 2.4.1 by way of fixed charge the equipment and goods (if any) listed in Box C and all other fixtures, fittings, plant and machinery which may from time to time be erected on or affixed to the *Property*, and
 - 2.4.2 by way of floating charge all other movable plant, machinery, furniture, equipment, goods and other effects which are from time to time on the *Property*.
3. We may at any time by written notice to you convert the floating charge over any assets specified in the notice into a fixed charge
4. All *Costs* and *Interest* on *Costs* from the date they are incurred until they are paid, will be secured by this *Mortgage*.
5. This *Mortgage* incorporates the Yorkshire Bank Mortgage Conditions 2004 Legal Mortgage by Owner to Secure Own Account (the "*Conditions*"). You acknowledge that you have received a copy of the *Conditions* and agree that you will observe and perform them.
6. This *Mortgage* is made for securing (but we are not obliged to make) further advances.
7. You hereby apply to the Chief Land Registrar to enter on the Register a restriction that 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 this charge.
8. This *Mortgage* will take effect as a deed.
9. Terms in italics are defined in the *Conditions*.

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Executed as a Deed (but not delivered until the date of this *Mortgage*) by affixing the Common Seal of)
)
)

LIMITED*/LIMITED LIABILITY PARTNERSHIP* in the presence of:)

.....
Director/Member

.....
Secretary/Member

Signed as a Deed (but not delivered until the date of this *Mortgage*) by)
)
)

LIMITED*/LIMITED LIABILITY PARTNERSHIP* acting by a Director and its Secretary or two Directors or two Members)

.....
Director/Member

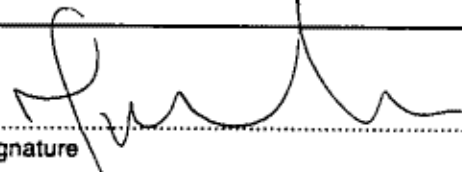
.....
Director or Secretary/Member

*Form 395 to include reference to fixed and floating charges in paragraph 2.4.1

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Signed as a Deed (but not delivered until the date of this *Mortgage*) by)
)
)

whose signature was witnessed by:)


.....
Signature

Witness:)

Signature *J. Simon* *J. Simon*

Witness:)

Signature

Name *14 Belcar Street*

Name

Address *M. D. B. B. B.*

Address

Occupation *Secretary*

Occupation.....

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Signed as a Deed (but not delivered until the date of this *Mortgage*) by)
)
)

whose signature was witnessed by:)

.....
Signature

Witness:)

Witness:)

Signature

Signature

Name

Name

Address

Address

Occupation

Occupation

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the date of this *Mortgage*) by)
)
)
whose signature was witnessed by:)

Witness:
Signature
Name
Address
.....
Occupation

Signature
Witness:
Signature
Name
Address
.....
Occupation

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Witness:
Signature
Name
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Signature
Witness:
Signature
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Address
.....
Occupation

NOTE:- NOT TO BE USED FOR REGISTERED CHARGES

CLYDESDALE BANK PLC (trading as Yorkshire Bank) releases and (where appropriate) re-assigns to you the property and assets described in paragraph 3.1 of this *Mortgage* free from all sums of money secured by and from all claims and demands the Bank has under this *Mortgage*.

Dated this day of
For Clydesdale Bank PLC (trading as Yorkshire Bank)

Duly authorised to sign by
Resolution of the Board

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

GJ 7.9.06
GARY JOHNSON & Co.
SOLICITORS, MIDDLESBROUGH