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(1)

LAND REGISTRY

FOLIO 29036 F COUNTY Galway

THIS INDENTURE made the 15 day of April

One thousand nine hundred and Ninety Six

BETWEEN Sean Joyce of Grange, Turloghmore, Co. Galway

(hereinafter called "the Chargeant") of the one part and THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (hereinafter called "the Bank") of the other part.

WHEREAS:-

(a) The Chargeant has already been granted or may hereafter be granted accommodation from time to time by the Bank in some one or other of the modes in which bankers accommodate or grant facilities to their customers or others and/or is now or may hereafter become indebted to the Bank by other means.

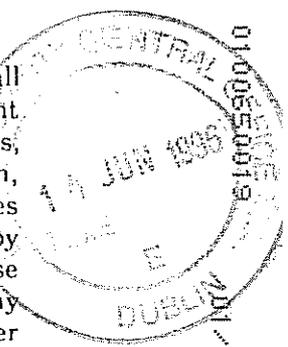
(b) The Chargeant is the registered owner of the lands described in the Schedule hereto (hereinafter referred to as "the Charged Premises").

(c) It has been agreed between the parties hereto that all monies now owing or which shall hereafter become owing on a general balance of account or otherwise from the Chargeant to the Bank with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing.

NOW THIS INDENTURE made in pursuance of the said agreement and in consideration of the premises WITNESSETH and is hereby AGREED AND DECLARED by and between the parties hereto as follows:-

1. The Chargeant shall on demand pay to the Bank the balance which now is or shall for the time being be or become due or owing by the Chargeant to the Bank on any account or accounts or in any manner whether for or on foot of bills of exchange, promissory notes, loans, credits, advances, leasing, guarantees, indemnities, interest, commission, discount, liability in connection with foreign exchange transactions, Bank charges (including legal charges occasioned by or incidental to this or any other security held by or offered to the Bank or by or to the enforcement of any such security) or otherwise howsoever and whether the Chargeant shall be liable therefor alone or jointly with any other person or persons as principal or surety together with interest as hereinafter provided.

2. The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Bank or on behalf of the Bank by any Law Agent or Solicitor, Secretary, Agent, Manager or other Officer of the Bank upon the Chargeant by notice in writing, and such demand in the case of monies due and owing on current account may



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be made at any time and in other cases may be made when or at any time after the Bank becomes entitled to call for payment of the monies and separate demands may be made in respect of separate accounts at different times. Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Chargeant at the last known address of the Chargeant and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.

3. The monies hereby secured shall bear interest at the current rate of the Bank for the relative account at the Branch at which the account is maintained with a minimum rate of 5 per cent. per annum and compoundable with quarterly rests before as well as after Judgment. A Certificate signed by an Officer, at the date of the Certificate, of the Branch of the Bank at which the relative account is maintained stating the current rate of interest applicable to the said account from time to time shall be conclusive evidence against the Chargeant of the rate of interest applicable to the relative account at the said Branch from time to time.

4. The Chargeant being the registered owner of the Charged Premises hereby as Beneficial Owner charges the said Charged Premises in favour of the Bank with payment of all monies including interest as aforesaid and hereby assents to the registration of the charge as a burden on the Charged Premises described in the Schedule hereto.

5. PROVIDED ALWAYS that if the Chargeant shall pay to the Bank all sums which shall be due or owing by the Chargeant to the Bank pursuant to the covenant hereinbefore contained (whether the same shall then be immediately payable or not) then the Bank will at any time thereafter upon the request and at the cost of the Chargeant surrender, discharge and release the Charged Premises unto the Chargeant or as the Chargeant shall direct.

6. The Bank shall have the power of sale and all other powers conferred by the Conveyancing Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-

(a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid;

(b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act; and

(c) the power to appoint a receiver of rents and profits of Charged Premises shall be exercisable without the restrictions on its exercise imposed by Section 24 of the Act.

7. These presents shall be a continuing security to the Bank and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Chargeant in respect of monies for which the Chargeant is or shall be liable as a surety only AND notwithstanding anything herein contained it shall be lawful for the Bank at any time or times hereafter to sue for and compel payment of all simple contract debts, bills of exchange, promissory notes or other securities for monies on which the Chargeant shall be liable as well from the Chargeant as from all and every other party liable on such debts, bills, notes or other securities in such manner and by such proceedings and at such times as the Bank shall think fit PROVIDED ALWAYS that no simple contract shall be deemed or be taken to have merged in these presents and that in any action by the Bank upon any simple contract the defence that such simple contract was merged in these presents shall not be available.

8. These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Bank upon or in the Charged Premises or any part thereof.

9. (a) So long as any money shall remain due or owing on the security hereof the Chargeant shall keep the buildings for the time being comprised in the Charged Premises in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the joint names of the Chargeant and the Bank in some Insurance office to be approved by the Bank and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Bank the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Chargeant shall fail to perform any of the obligations under this Clause the Bank may thereupon repair or insure the said buildings or any of them as it may deem fit and the Chargeant shall on demand repay to the Bank any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Bank to the Chargeant by way of overdraft from the time of the same having been expended and until such payment the sum shall be charged on the Charged Premises and the receipt of the Bank for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from the same.

(b) So long as any monies shall remain due and owing on the security thereof, the Chargeant shall observe and perform any restrictive covenants affecting the Charged Premises and the covenants and provisions binding upon the Chargeant under the lease or leases under which the Charged Premises are held and duly and punctually pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Charged Premises and keep the Bank indemnified against the same.

10. The Bank may at any time hereafter without any further consent on the part of the Chargeant enter into possession or into the receipt of the rents and profits of the Charged Premises or put and keep every building comprised in the Charged Premises in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Bank shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Chargeant a person to collect and receive such rents and profits for the use and benefit of the Bank at such commission as the Bank shall think fit and any such person shall have power in the name of the Chargeant to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Charged Premises on the expiration or determination or forfeiture of any tenancy or otherwise and to let or relet the Charged Premises from time to time to such person or persons as he shall think fit for such term of years as he thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Charged Premises at such time and in such manner and subject to such conditions as the Bank in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell.

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Bank and pay any surplus to the Chargeant.

PROVIDED ALWAYS that the Bank shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in the observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal money and interest) or in case the Chargeant shall during the continuance of this security become a bankrupt or have compounded with creditors or have executed a Deed of Assignment for creditors or (being a company) shall have gone into liquidation whether compulsorily or voluntarily or have left Ireland in debt or upon the death of the Chargeant or if any building on the Charged Premises shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Chargeant shall have assigned, let or parted with possession of the Charged Premises

without the written consent of the Bank but no entry into possession receipt of rents and profits appointment of a receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no Purchaser from or other person dealing with the Bank shall be concerned to enquire whether the security is subsisting or into the right of the Bank to exercise any of the powers hereby or by law vested in the Bank.

11. The Chargeant at all times during the continuance of the security:-

(a) shall and will use the Charged Premises only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts (as hereinafter defined);

(b) shall and will not carry out any development within the meaning of the Planning Acts in or upon the Charged Premises or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Acts;

(c) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Chargeant by a Planning Authority under or by virtue of the Planning Acts in respect of the Charged Premises give full particulars thereof to the Bank and if so required by the Bank produce the same to the Bank and also without delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Bank make or join with the Bank in making such applications or representations against or in respect of any proposal for such notice or order as the Bank may deem expedient;

(d) shall and will in the event of a notice being served affecting the Charged Premises or any part thereof or in the event of any proceedings being commenced affecting the same in a matter of material importance immediately give full particulars thereof to the Bank;

(e) shall and will not create a second or subsequent Charge of the Charged Premises without the prior consent in writing of the Bank;

(f) shall and will not assign or transfer or part with his nominal reversion in any lease or leases under which the Charged Premises is held;

(g) shall and will forthwith lodge the documents of title to the enlarged interest in the Charged Premises with the Bank and agree that such enlarged interest shall be subject to this security.

12. The Chargeant so far as he has power to do so as Beneficial Owner hereby assigns unto the Bank the benefit of:-

(a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Charged Premises and any indemnity against payment of such charges or expenses;

(b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Charged Premises and any rent payable thereout or charge thereon;

(c) all rights of the Chargeant to be paid or receive compensation under any Statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Charged Premises or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Charged Premises and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Bank.

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13. No Lease made by the Chargeant of the Charged Premises or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Conveyancing Act, 1881 unless the Bank shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in Section 17 of the Act shall not apply to this security.

14. Unless otherwise agreed in writing between the parties the Bank shall not be required to make or continue advances or grant any other accommodation to the Chargeant on the account or accounts or by way of general banking facilities otherwise than at the Bank's discretion. The Bank will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason.

15. The waiver by the Bank of any breach of any term of this Deed of Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

16. In these presents, where the context so admits, the expression "the Chargeant" and "the Bank" shall include the persons for the time being deriving title under them respectively; where the expression "the Chargeant" refers to two or more persons, these presents shall be construed as if it were in the plural *mutatis mutandis* and the covenants and agreements on the part of the Chargeant shall have effect as if they were joint and several covenants and agreements by such persons; "Charged Premises" means all or any portion of the Charged Premises; words importing the masculine gender shall include females; and the expression "Planning Acts" shall mean the Local Government (Planning and Development) Acts 1963 to 1993 or any enactments amending or extending the same and all Regulations made or taking effect as if made thereunder as from time to time amended by subsequent legislation and regulations.

17. The address of the Bank in the State for the service of notices and its description is Lower Baggot Street, Dublin 2, Bankers.

18. The Bank hereby certifies that it is a Bank named in the Third Schedule to the Central Bank Act, 1942.

IN WITNESS whereof the parties hereto have caused their respective Seals to be hereunto affixed the day and year first herein written.

#### SCHEDULE

All that and those the property comprised  
in Folio 29036F of the Register County Galway

SIGNED, SEALED AND DELIVERED

by the said

*Sean Jayce*

in the presence of:-

*Brian D'Arcy  
Solicitor  
Galway*

PRESENT when the Common Seal of

was affixed hereto:-

Present when the Common Seal of

THE GOVERNOR AND COMPANY OF THE

BANK OF IRELAND was affixed hereto:-

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**ENDORSEMENT**

**OWNER UNMARRIED**

I, \_\_\_\_\_ the Chargeant of the premises specified in the Schedule to the within Charge hereby certify for the purpose of the Family Home Protection Act, 1976 that I am unmarried and for the purposes of the Family Law Act, 1981 that I have not been party to an agreement to marry which has terminated within three years of the date hereof.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19

SIGNED by the said

in the presence of:

**NOT A FAMILY HOME**

We, \_\_\_\_\_ the Chargeant and his/her spouse hereby certify for the purpose of the Family Home Protection Act, 1976 and the Family Law Act, 1981 that the premises described in the Schedule to the within Charge are not a Family Home within the meaning of the said Act because \_\_\_\_\_

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19

SIGNED by the said

in the presence of:

**CONSENT OF SPOUSE**

I, \_\_\_\_\_ of \_\_\_\_\_ being the spouse of \_\_\_\_\_ hereby consent for the purpose of Section 3 of the Family Home Protection Act, 1976 to the within Charge to be created by the said \_\_\_\_\_ in favour of the Governor and Company of the Bank of Ireland for all liabilities, present and future, either solely or jointly whether as principal or surety with another or others and hereby consent to the Registration of the Charge.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19

SIGNED before the execution of the within Deed of Charge by the said

in the presence of:

**CONSENT OF ANY OTHER PARTY (FAMILY LAW ACT, 1981)**

I, \_\_\_\_\_ of \_\_\_\_\_ being the party to an agreement to marry with \_\_\_\_\_ which was terminated within three years of the date hereof hereby consent for the purposes of Section 5 of the Family Law Act, 1981 to the within Charge to be created by the said \_\_\_\_\_ in favour of the Governor and Company of the Bank of Ireland for all liabilities present and future either solely or jointly whether as principal or surety with another or others and hereby consent to the registration of the Charge.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 19

SIGNED before the execution of the within Deed of Charge by the said

in the presence of:

LAND REGISTRY

BRANCH

: 0100650019 :

- to -

THE GOVERNOR AND COMPANY OF  
THE BANK OF IRELAND

County:

Folio:

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**DEED OF CHARGE**

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