



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

3135
10/5/2016

TITLE NUMBER

AYR38455



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

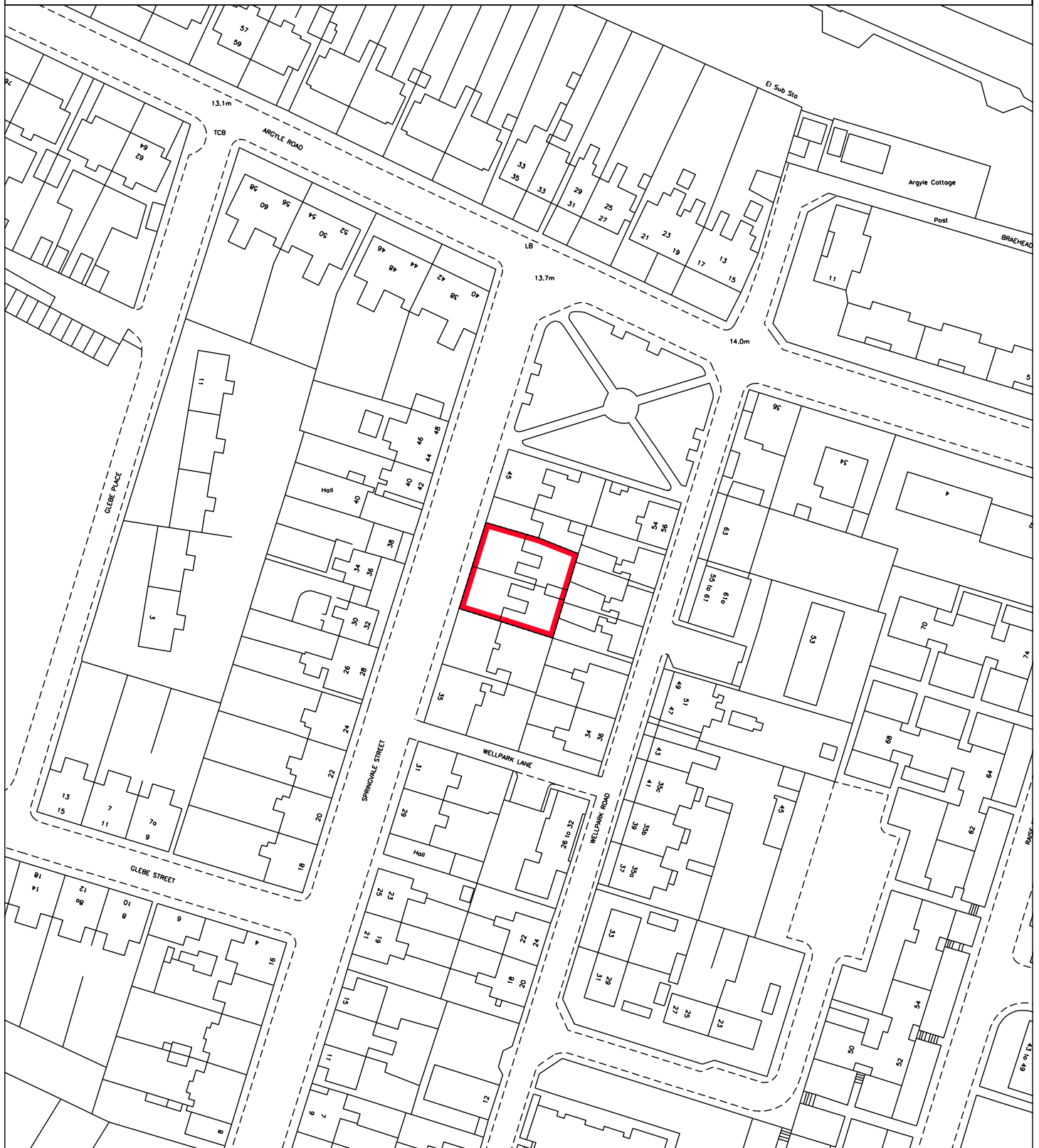
70m

NS2441NE

Survey Scale

1/1250

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TITLE NUMBER AYR38455

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

22 AUG 2001

DATE TITLE SHEET UPDATED TO

03 JUN 2020

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects within the land edged red on the Title Plan, being the north eastmost street or ground floor flat, of the Tenement 41 SPRINGVALE STREET, SALTCOATS KA21 5LP, with the fourth coal cellar from the northwest of a range of four coal cellars to rear of said Tenement, together with (one) a right of property in common with the proprietors of the remaining portions of the said tenement to (first) the solum on which the said tenement is erected (second) the drying or bleaching green and back court and common passage or entrance thereto and to the washhouse erected thereon (third) the roof, division and boundary walls, vents, chimney heads, sewers, drains, rhones and conductors, soil and water supply pipes, electric cables and whole other pipes, conductors and transmitters used in common by the proprietors thereof, together with a right of access thereto in common with the proprietors of the remaining portions of the said tenement for the purpose of executing renewals thereof and repairs thereto and the whole other rights common and mutual to the whole proprietors of the said tenement; and (two) a right of property in common with the proprietors of the southwestmost house on the ground floor of the said tenement to the lavatory in the said common passage.

Note

The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.



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B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 AMPG LIMITED incorporated
under the Companies Acts
(Company Number 07135556)
and having it's Registered
Office at Unit 9 South Fens
Business Centre, Fenton Way,
Chatteris, PE16 6TT.

**DATE OF
REGISTRATION**
03 JUN 2020

CONSIDERATION
£14,000

DATE OF ENTRY
30 APR 2020



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TITLE NUMBER AYR38455

C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



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D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Feu Contract containing Feu Disposition by Commissioner for Archibald William Montgomerie Earl of Eglinton and Winton to William Brown and his heirs and assignees, recorded G.R.S. (Ayr) 5 Jul. 1890, of 45.71 poles of ground, of which the subjects in this Title form part, contains the following burdens:

The said William Brown shall be bound and obliged to build and thereafter to uphold and maintain upon the said plot or area of ground hereby disposed a dwellinghouse or dwellinghouses of stone and lime with slated roofs of the value of not less than Three Hundred Pounds Sterling each facing Wellpark Road and Springvale Street, Saltcoats and that of a style of architecture in all respects similar and not inferior to the houses in the locality and conform to plans and elevations to be previously submitted to and approved of by the said Earl or his successors or those acting for them and which dwellinghouses shall be placed upon the building line to be staked off upon the ground by the party appointed by the said Earl it being declared that no building shall be placed nearer to any road or street bounding the said subjects than the line so staked off; And also declaring that the said Disponee shall be bound to enclose the said plot or area of ground with sufficient stone and lime walls not under five feet nor above six feet in height and being finished with a good substantial freestone or fireclay cope; As also declaring that the wall on the southwest boundary shall be a mean wall and shall be erected and upheld at the mutual expense of the said William Brown and the Feuar of the property presently belonging to John McNeil; Declaring further that the wall erected or to be erected on the northeast boundary between the ground hereby feued and the adjoining unfeued ground shall also be a mean and mutual wall and the said William Brown shall be entitled to payment of one half of the value of said wall from



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

the Feuair of the adjoining ground when the same comes to be feued but the other walls bounding the subjects hereby feued shall be erected and upheld and at all times kept in proper repair at the sole expense of the said William Brown and his foresaids; And further declaring that the said Feuair and his foresaids shall be bound and obliged to maintain and uphold in good tenantable condition and repair in all time coming the buildings already erected or hereafter to be erected on the said piece of ground together with the walls and fences enclosing the same (he and his foresaids being entitled to relief of one half of the expense of maintaining and upholding the walls on the northeast and southwest boundaries from the Feuars of the adjoining ground) and in the event of their at any time allowing the same to fall into disrepair or to become ruinous or of their deserting possession of the same and if upon receiving six months notice they shall neglect or refuse to make up and repair the same to the state and dimensions of the original structure then and in either of these events these presents shall ipso facto become void and null and it shall be in the power of the said Earl and his foresaids instantly to resume possession of the said subjects together with the whole buildings and erections thereon and to sell and dispose of the same as fully and freely in all respects as if these presents had never been granted and it is also hereby expressly provided and declared that no buildings of a different description from those above specified shall be built on the subjects hereby disposed and in particular that there shall be no thatched or tiled roofs put upon the said buildings and that no trade or manufacture shall be carried on or exercised on any part of the said subjects nor any occupation which may either endanger the safety of the buildings thereon or prove a nuisance to the neighbouring Feuars neither shall there be deposited on the premises any nauseous materials nor except for temporary purposes shall there be any dung, filth, ashes or incumbrances of any description laid down upon the lands, roads, streets or lanes upon or adjoining thereto or connected therewith; Reserving to the said Earl of Eglinton and Winton



D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

and the Heirs of Entail succeeding to him in the Entailed Estate of Eglinton and others all mines, minerals and metals of whatever description within the subjects above disposed with power to work and carry away the same; Declaring that all damage to buildings or otherwise occasioned by the working of said minerals shall be paid for by the said Earl or his foresaids to the Feuar or his foresaids as the same shall be ascertained by neutral men to be mutually chosen. And the said William Brown Binds and obliges himself and his foresaids to implement and give effect to the whole foresaid reservations, conditions, provisions, stipulations, declarations and others and likewise to make payment to the said Earl of Eglinton and Winton and the Heirs of Entail succeeding to him as aforesaid or to his or their Factors in his or their name of the sum of Three Pounds eight shillings and six pence Sterling in name of feuduty at the term of Martinmas yearly with interest of the said feuduty at the rate of Five Pounds per centum per annum from and after the respective terms of payment thereof during the not payment of the same; As also to make payment to the said Earl or his foresaids of the sum of one shilling yearly in name of Cess or Land Tax and that at the term of Martinmas in each year along with the foresaid feuduty.

- 2 Disposition by Robert Miller to Luigi Tortolano and Maria Tortolano and their assignees, recorded G.R.S. (Ayr) 21 Jul. 1950, of 19 poles of ground, of which the subjects in this Title form part, contains the following burdens:

With and under

(First) A right of servitude and wayleave in favour of me and my successors as proprietors of the adjoining subjects forming 43 Springvale Street, Saltcoats over the subjects hereby disposed for the existing drains, rhones, conductors and soil, water, gas and other pipes serving and supplying the said adjoining subjects belonging to me and the buildings erected thereon with power to me and my foresaids to maintain



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

an repair the same in so far as not common to the subjects hereby disposed and the adjoining subjects retained by me and for that purpose to open up along the line of said drains, pipes and others the surface of the said subjects hereby disposed on payment of all damage of whatever nature caused by the operations of me or my foresaids; Declaring that the expense of maintaining the said drains and others so far as common to the subjects hereby disposed and to my said adjoining property and the introduction of all necessary improvements thereof shall be borne to the extent of two thirds by my said disponees and their foresaids and shall be borne to the extent of the remaining one third by me and my successors as proprietors of the said adjoining property, and

(Second) The burden of payment by my said disponees and their foresaids of the sum of One Pound ten shillings Sterling yearly in name of feuduty and cess being the proportion hereby allocated on the subjects hereinbefore disposed of the cumulo feuduty of Three Pounds eight shillings and sixpence and One shilling of cess payable yearly at Martinmas in respect of the whole subjects of which those hereby disposed form part with corresponding interest if incurred.

- 3 Disposition by Luigi Tortolano and another to Sarah Evans or Marshall and her heirs and assignees, recorded G.R.S. (Ayr) 9 Oct. 1962, of the subjects in this Title, contains the following burdens:

(First)

Our said disponee and her foresaids shall be bound to bear her or their proportion of the cost of the repair, maintenance and upkeep of the several parts of the tenement of 4 houses 41 Springvale Street, Saltcoats and others in the following proportions, namely,



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D 5

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

(One) One-half of the cost of the upkeep of the lavatory in the common passage along with the proprietors of the south westmost dwellinghouse on the street or ground flat of the said tenement

(Two) One-fourth of the cost of the upkeep of the drying or bleaching green, roof, division and boundary walls, vents, chimney heads, sewers, drains, rhones and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables, and whole other pipes conductors and transmitters and of all other portions of the said tenement, the paving of the said common passage and the washhouse so far as common or mutual to our said disponee and her foresaids and us and our successors as proprietors of the other portions of the said tenement and

(Three) One-eighth of the cost of the upkeep of all sewers, drains, rhones and conductors, soil and water supply pipes, cisterns, gas pipes, electric cables and whole other pipes, conductors and transmitters and boundary walls the use or the right to the use of which is common to our said disponee and her foresaids and to us and our successors as proprietors of the remaining portions of the said tenement and of the adjoining tenement forming 39 Springvale Street, along with us and our foresaids as such proprietors; Declaring that our said disponee and her foresaids shall be under no liability for the maintenance of the common stair in the said tenement but she and they shall be bound to make good or pay for on demand all damage caused to the said common stair arising out of her or their use of the same for access to the roof and chimney heads for the purposes hereinbefore mentioned; Further declaring

(First)

That when a majority of the proprietors of the said tenement consider it desirable to have any mutual repairs executed they shall have power to order the same to be done and the whole proprietors of the said tenement whether consenters or not



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D 6

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

shall be bound to pay their respective share of the expenses thereof in the same manner as if their consent had been given

(Second)

Our said disponee and her foresaids shall contribute to the upkeep of the chimney heads and chimney cans only in so far as her or their interest extends

(Third)

Our said disponee and her foresaids shall be bound to insure and keep insured the subjects hereby disposed against loss by fire with a reputable insurance company for the sum of at least Three hundred and fifty pounds and in like manner we and our successors as proprietors of the remaining parts of the said tenement shall be bound to insure and keep insured each of the remaining three dwellinghouses in the said tenement against loss by fire for sums equivalent to the value thereof and any sums recovered under such fire insurance policies or such amount as may be necessary shall be applied at the discretion of our said disponee and her foresaids and us and our successors as proprietors of the said other dwellinghouses in repairing rebuilding or restoring the said tenement

(Fourth)

Our said disponee and her foresaids shall not be entitled to remove, alter or interfere with any part of the structure of the said dwellinghouse hereby disposed in so far as such removal or alteration may affect the right of support or stability of the remaining portions of the said tenement unless with the written consent first had and obtained from us and our successors as proprietors of the remaining portions of the said tenement and

(Fifth)



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D 7

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

Our said disponee and her foresaids shall be bound and obliged to pay to the party having right thereto and so free and relieve us and our foresaids of the sum of three shillings and ninepence per annum being the proportion hereby apportioned (but not formally allocated) upon the subjects hereby disposed of the cumulo feuduty of one pound ten shillings sterling payable to our Superiors for the said plot of ground before referred to upon part of which the said tenement is erected with corresponding interest and penalties if incurred all as specified and provided for in the Feu Contract in Entry 1 and the Disposition in Entry 2.

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming 41A Springvale Street, Saltcoats, being the whole subjects registered in the Land Register of Scotland under Title Number AYR38455 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by AMPG Limited (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions as may be appointed in any Minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.

2. The date of entry shall be

or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

3. The Seller's Solicitors are Freelands Solicitors Motherwell, ML1 1BW

4. The Auctioneers are **Braveheart Auction Ltd.**

**Solicitors
Firm's Signature**



**Adhibited by
James Anderson Cowan MacDonald**

Witness



**Full Name
Courtney Lafferty**

**Address
36 Muir Street, Motherwell, ML1 1BW**
