



# Title Information: AYR93955

## Search summary

<b>Date/Time of search</b>	14 Nov 2025 15:21:00
<b>Transaction numbers</b>	SCO-23598667
<b>User reference</b>	JM/YLI

**AYR93955****Section A**

## Property

<b>Date of first registration</b>	03 Apr 2012
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<b>Date title sheet updated to</b>	28 Sep 2017
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<b>Hectarage Code</b>	0
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<b>Real Right</b>	OWNERSHIP
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<b>Map Reference</b>	NS2441NE
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<b>Title Number</b>	AYR93955
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<b>Cadastral Unit</b>	AYR93955
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<b>Sasine Search</b>	40995
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<b>Property address</b>	35 WELLPARK ROAD, SALTCOATS KA215LH
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<b>Description</b>	<p>Subjects 35 WELLPARK ROAD, SALTCOATS KA21 5LH within the land edged red on the Title Plan being the northmost house on the upper floor tinted blue on the said Plan of the Tenement of two ground houses, 37 Wellpark Road and two upper floor houses, 35 Wellpark Road; Together with the coal cellar tinted green on the said Plan; Together also with (one) a right in common with the proprietors of the southmost upper floor dwellinghouse to the outside rear stairway, landings and upper floor passage tinted pink on the said Plan, (two) a right in common with the proprietors of the remainder of the said tenement to (a) the solum on which the said tenement is erected, (b) the foundations, gables, outside walls, internal division walls the roof and the hatchway leading thereto, the vents and chimneyheads (excluding chimney cans) the rain water pipes, rhones and conductors, (c) the washhouse, back court and paths pertaining to the said tenement all as tinted yellow on the said Plan, (d) the westmost and northmost halves of the boundary walls on the east and south respectively of the said drying green, paths and backcourt, the clothes poles on the said drying green and the fittings in the said washhouse and (e) the drain and soil pipes, cisterns and water supply pipes the gas supply pipes and the electricity cables and wires so far as used in common by the several proprietors of the said tenement and the whole other parts and portions of the said tenement which are or may become common to the several proprietors thereof and with access to all the said common parts in common with the proprietors of the remainder of the said tenement for the purpose of executing renewals thereof and repairs thereto, (three) a right in common with the proprietors of the remainder of the said tenement and the proprietors of the two adjoining tenements on the north of the said tenement and their respective successors as such proprietors to the common passage which provides the only access to all the upper floor dwellinghouses of the said three tenements and the rear access to the ground floor dwellinghouses of the said three tenements and tinted mauve on the said Plan and also to the northmost half of the wall bounding the said common passage on the south, and (four) a servitude right in favour of the proprietors of the subjects in this Title, (first) to enter upon the remainder of the said tenement at all reasonable times for the purpose of cleaning, repairing and, if necessary, renewing such vents, drains, gas, water and other pipes, electricity and communication cables as pass through the said remainder of the said tenement and are and will continue to be used only in connection with the subjects in this</p>
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Title and (second) to enter upon the front garden plot ex adverso and adjoining the dwellinghouse situated below the dwellinghouse in this Title for the purpose of obtaining access to the roof of the said tenement for cleaning vents and to the windows of the said dwellinghouse in this Title for cleaning, painting or repairing them and for all other necessary purposes, subject to the proprietors of the subjects in this Title making good all damage caused by such operations or any of them.

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**Notes**

1. 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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**AYR93955****Section B**  
Proprietorship

YAN LI 32 Kirkgate, Irvine.

<b>Entry number</b>	1
<b>Date of registration</b>	28 Sep 2017
<b>Date of Entry</b>	14 Sep 2017
<b>Consideration</b>	£20,200

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# **Section C**

## Securities

There are no entries.

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## Section D

### Burdens

Number of Burdens: 2

#### Burden 1

Feu Contract containing Feu Disposition by Archibald William Alexander Montgomerie Earl of Eglinton and Winton to Jane McMurray and Margaret Dunlop Cook McMurray or Black, recorded G.R.S. (Ayr) 12 Jan. 1954, of 61.2 poles of ground with buildings 35 to 45 (odd numbers) Wellpark Road, Saltcoats thereon, of which the subjects in this Title form part, contains the following burdens:

The said Jane McMurray and Margaret Dunlop Cook McMurray or Black shall be bound to uphold and maintain the existing buildings on the said plot or area of ground and when necessary to renew the same or rebuild upon the said plot or area of ground buildings to the value of not less than Two thousand pounds sterling and that on a site and conform to regular plans and elevations to be previously submitted to and approved of by the said Earl or those acting for him: And also declaring that the feuars and their successors shall be bound to enclose the said plot or area of ground in so far as not already done or consisting of gables and walls and to maintain the boundary walls, gables and fences so far as not mutual and where mutual at the mutual expense of them and of adjoining feuars or proprietors, providing always that the feuars and their foresaids shall have no claim against the Superior for any portion of the cost or value of any boundary walls, gables or fences or of the maintenance thereof; Further the feuars and their foresaids shall be bound and obliged to keep the said buildings erected or to be erected upon the ground hereby feued constantly insured against loss by fire with some responsible Insurance Company for at least the sum of Two thousand pounds sterling and in the event of the said buildings or any of them being injured or destroyed by fire, the whole sum to be recovered from the said Insurance Company shall be expended at the sight of the said Earl or his Factor in rebuilding and restoring said buildings or erecting other buildings in lieu thereof or repairing the damages done by such fire: And further declaring that in the event of the feuars or their foresaids allowing the said buildings already erected or to be erected on the said plot of ground 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 or reinstate the same, 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 heirs or successors in the Estate of Eglinton and others, Superiors of the said subjects hereby feued 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 full 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 any of the said buildings and that no occupation shall be carried on or exercised on any part of the said subjects 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 ashes or incumbrances of any description laid down upon the lands roads streets or lanes upon or adjoining thereto or connected therewith: And further it shall not be lawful for the feuars or their foresaids or any tenant or possessor of the said buildings already erected or hereafter to be erected on the said plot of ground to do any act which may injure the amenity of the place and neighbourhood unless they shall have previously obtained permission in writing to that effect from the Superior: RESERVING to the said Earl of Eglinton and Winton and his foresaids all underground strata other than the coal and mines of coal vested in the National Coal Board in terms of the Coal Industry Nationalisation Act 1946 and the feuars shall not have any right of recourse or relief or any other remedy against the Superior for damage caused by the working of the said coal and mines of coal but nothing herein contained shall prejudice or affect the right of the feuars to claim against the persons working the said coal and mines of coal for any damage which may be caused to the surface and buildings thereon by subsidence arising in consequence of the working of the coal, mines of coal and others vested in the National Coal Board; And also reserving to the said Earl of Eglinton and Winton and his foresaids full power to work and win but without entering upon the surface of the ground hereby disposed the minerals other than the coal and mines of coal in the said underground strata and to carry away the same and also all adjacent minerals through or under the ground hereby disposed the Superior or his foresaids paying the feuars or their foresaids for all damage to the surface of the ground or the buildings erected thereon which may be occasioned by the working by the Superiors or his foresaids of the said minerals other than the coal and mines of coal as such damage shall failing agreement be ascertained by two Arbiters to be mutually chosen or by an oversman to be named by the said Arbiters in case of their differing in opinion.

## Burden 2

Disposition by Jane McMurray and Another to Hugh Hardie and his heirs and assignees, recorded G.R.S. (Ayr) 5 Sep. 1957, of the subjects in this Title, contains the following burdens:

The said disponee shall be bound to pay

(A) a one half share of the expense of maintaining, repairing and if necessary renewing the outside rear stairway, landings and upper floor passage tinted pink on the Title Plan;

(B) a one fourth share of the expense of maintaining, repairing and, if necessary, renewing the foundations, gables, outside walls, internal division walls, roof, hatchway, vents, chimney heads (excluding chimney cans) rain water pipes, rhones and conductors, the washhouse, washhouse fittings, background, paths and drying green pertaining to the tenement 35 and 37 Wellpark Road, Saltcoats the clothes poles, drain pipes, soil pipes, cisterns, water supply pipes, gas supply pipes, electricity cables and wires and all other parts and portions of the said tenement which are or may become common to the several proprietors thereof;

(C) A one fourth share applicable to the said tenement of the cost of maintaining and keeping in good order and repair the westmost and northmost halves of the mutual walls and such drains, soil, water and gas supply pipes, electricity cables and others as are common not only to the said tenement and others of which the subjects hereby disposed form part but also to the adjoining tenements and the proprietors thereof; and

(D) a one twelfth share of the cost of maintaining and keeping in good order and repair the common passage tinted mauve on the said Plan and the said northmost half of the said wall bounding said common passage; but declaring

(One)

that the said disponee shall contribute towards the upkeep of the chimney heads only in so far as his interest extends,

(Two)

that the said disponee shall bear the whole cost of the maintenance and upkeep of the chimney cans used solely by him,

(Three)

that a majority of the proprietors having a common right to any part of the said tenement and others shall be entitled to decide as to what repairs or renewals are necessary for the proper maintenance of such part (each person having one vote for each dwellinghouse in respect of which he or she has such common right and which he or she owns and where any house is owned by more than one person they shall have one vote between them) and in the event of the proprietors concerned being equally divided in opinion as to the necessity of any repair or renewal or the proprietors concerned failing to agree who has a common right in the common part to be repaired or renewed or in the event of any dispute arising under these presents then the matter shall be decided by an Arbiter to be mutually agreed upon or failing agreement to be appointed by the Sheriff Substitute of Ayrshire at Kilmarnock for the time being and the expense of such reference shall be borne by all proprietors concerned or otherwise as may be fixed and determined by the said Arbiter: And where a majority of the proprietors having a common right in any common part have or the Arbiter appointed as aforesaid has considered it desirable to have such common part repaired or renewed then the said majority or he shall have power to order the same to be done and all proprietors having a common right to such part, whether consenters or not, shall be bound to pay their respective shares of the expense thereof and if deemed necessary for the purpose the majority of the proprietors concerned or the arbiter appointed as aforesaid may appoint one of the proprietors or any other person as the common factor to see to the execution of such necessary repairs or renewals and to instruct tradesmen and to recover from each proprietor liable his or her proportion of the account for the said repairs and renewals and of any remuneration which may be fixed for the service of the said common factor and without prejudice to the foregoing if any proprietor concerned is of the opinion that the common repairs or renewals decided upon by the majority are unnecessary or if the majority of the proprietors

concerned decide that other repairs or renewals desired or considered necessary by him or her are unnecessary then such proprietor shall have power to refer the matter to an Arbiter appointed as aforesaid provided that the expense of the reference shall be paid by the proprietor or proprietors against whom the Arbiter decides or otherwise as the arbiter may direct,

(Four)

the said disponent shall be bound to uphold and maintain the said dwellinghouse and others belonging to him in good order and repair and constantly and adequately insured against loss by fire with an established Insurance Company and to exhibit the receipts for the premiums to the proprietors of the remainder of the said tenement or to the said common factor on their behalf on request and any dispute arising as to the adequacy of any insurance shall be referred to an arbiter appointed as aforesaid and in the event of the said dwellinghouse and others hereby disposed being damaged or destroyed by fire the said disponent shall be bound to expend the sum received from the Insurance Company in repairing the damage done and in the event of the said tenement being so destroyed by fire as to necessitate its complete reconstruction the said disponent shall be bound to expend the sum so recovered or so much thereof as may be required (but declaring always that the said sum shall not exceed the sum to be expended by the co-proprietors of the said tenement in respect of each house owned by them), towards such reconstruction in co-operation with the proprietors of the remainder of the said tenement and that in such way and manner as may be decided upon by the said proprietors or failing agreement as may be determined by an arbiter appointed as aforesaid,

(Five) There is reserved

(a) to the proprietors of the remainder of the said tenement a servitude right to enter upon the subjects hereby disposed at all reasonable times, for the purposes of cleaning, maintaining, repairing and if necessary renewing such vents, drains, gas and water supply pipes, communication and electricity cables as pass through the said subjects hereby disposed and are and will continue to be used only in connection with the said remainder of the said tenement; and

(b) to us and our successors as the proprietors of the dwellinghouse number 43 Wellpark Road aforesaid and the workshop and yard at 45 Wellpark Road, aforesaid at present occupied by us or let to William and Hugh Brown, Plasterers, Saltcoats, a right of access to the tenement of which the subjects hereby disposed form part and to the said two adjoining tenements through the existing gateway arrowed and lettered A in blue on the said Plan and across and over the background pertaining to the said tenement and to the said two adjoining tenements for the purposes of carrying out repairs or renewals to the parts of the said tenements belonging to us or them but that only so long as we or our successors as proprietors of said dwellinghouse, workshop and yard remain proprietors of any of the dwellinghouses in the said three tenements, declaring

(primo) that the said disponent shall have no rights whatsoever in the said workshop and yard nor the ground attached to the said dwellinghouse 43 Wellpark Road, aforesaid; and

(secundo) that the said existing gateway is for the use of us and our successors in the exercise of the said right of access beforementioned and if and when we or our successors as proprietors of the said dwellinghouse, workshop and yard are no longer proprietors of any of the dwellinghouses in the said three tenements then the said gateway shall be bricked up or built in at our or their expense and mean time the said gate shall be maintained solely at our or their expense and

(c) to the proprietors of the two tenements adjoining and situated on the north of the said tenement a right of access to and egress from the said adjoining tenements on the north across and over the said background pertaining to the said tenement: But which right of access and egress shall be exercised by the said proprietors of the said two adjoining tenements in such manner and by such route as least to inconvenience the proprietors of the said tenement,

(Six)

Unless with the written consent first had and obtained from the proprietors of the remainder of the said tenement the said disponent 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 and the said disponee shall be bound to pay for all damage caused by any such removal, alteration or interference whether authorised or not, and

(Seven)

The said drying green of the said tenement shall be used exclusively for drying or bleaching clothes and for no other purpose whatsoever and the use of the said washhouse and of the said drying green shall be subject to any regulations regarding the same framed by a majority of the proprietors of the said tenement or an arbiter appointed as aforesaid.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

3135  
10/5/2016

TITLE NUMBER

**AYR93955**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

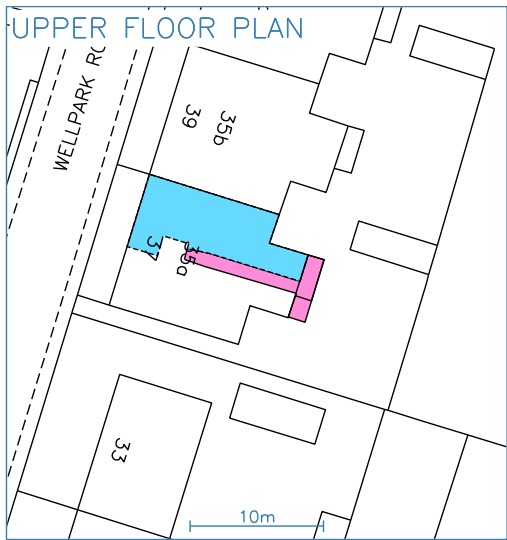
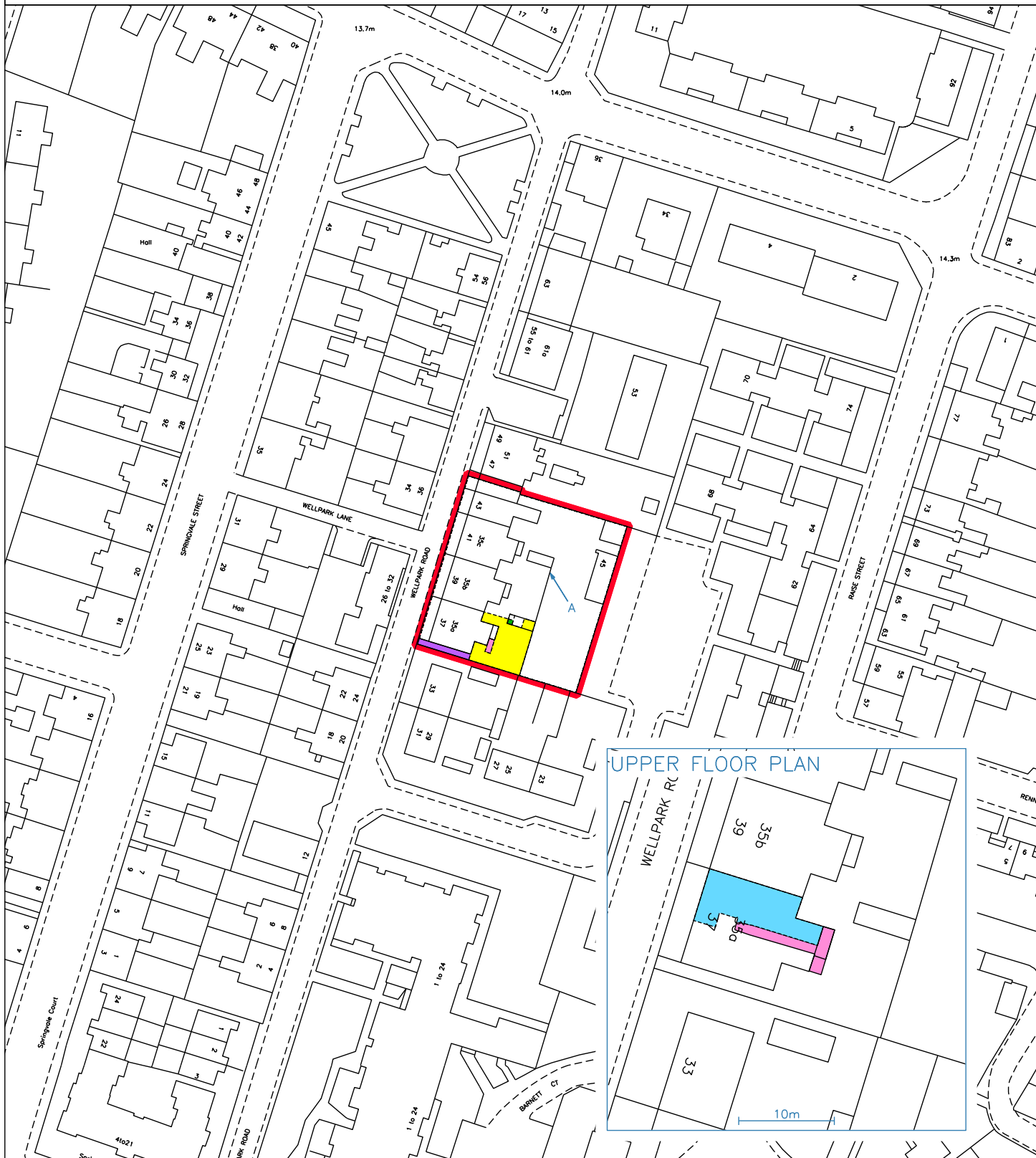
70m

NS2441SE NS2441NE

Survey Scale

1/1250

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# ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE **known as and forming 35 WELLPARK ROAD, SALTCOATS KA21 5LH REGISTERED IN LAND REGISTER OF SCOTLAND UNDER TILTE NUMBER AYR93955**

\_\_\_\_\_ (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by.....

\_\_\_\_\_ (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

\_\_\_\_\_ **Two Thousand and** \_\_\_\_\_

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

\_\_\_\_\_ **Two Thousand and** \_\_\_\_\_

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 **AUSTIN KELLY & CO 29 BRIDGEGATE, IRVINE KA12 8BJ DX IR 26 IRVINE**

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

**Solicitors**  
**Firm's Signature**



**Witness**



**Adhibited by JOHN MCCAFFREY**

**Full Name MARILYN LENNOX**

**Address 29 BRIDGEGATE, IRVINE**