



# Title Information: AYR9131

## Search summary

Date/Time of search 06-11-2023 14:31:12

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Transaction number SCO-16064569

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User reference TOD/KM 26d Welltrees Street

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# Section A

# AYR9131

## Property

**Date of first registration** 06-04-1998

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**Date title sheet updated to** 12-11-2021

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**Hectarage Code** 0

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**Real Right** OWNERSHIP

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**Map Reference** NS2909

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**Title Number** AYR9131

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**Cadastral Unit** AYR9131

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**Sasine Search** 57239

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**Property address** 26 WELLTREES STREET, MAYBOLE KA197AW

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**Description**

Subjects within the land edged red on the Title Plan being the southmost house on the first floor of the Tenement 26 WELLTREES STREET, MAYBOLE KA19 7AW together with the coal house situated under the stairway leading to the said first floor of the said tenement and together also with (One) a right in common with the proprietor or proprietors of the other dwellinghouse on the first floor of said tenement to (1) the stairway and landing leading to the said first floor of the said tenement from the drying green aftermentioned (2) the water closet situated on the said landing and (3) the passageway on the said first floor leading to the said two dwellinghouses (Two) a right in common with the proprietors of the remaining parts of the said tenement in and to (1) the following parts and portions of the said tenement so far as used in common by all the proprietors of the said tenement viz:- (a) the solum on which the said tenement is erected, (b) the foundations, gables, outside walls, the internal and external division walls, the roof and the hatchway leading thereto, the vents, chimney stalks (excluding chimney cans) the rain water pipes, rhones and conductors and common entry, (c) the drain and soil pipes, the water and gas supply pipes and the electricity cables and wires, (2) the common ground and drying green (under exception of 10.120 square metres of ground immediately to the rear of the said tenement now forming an extension to the northmost or left hand ground floor dwellinghouse of the said tenement) and the well at rear of the said tenement, the wash-house situated on the said ground and the common entry to the said tenement from Welltrees Street and the whole other parts and portions of the said tenement which are common or mutual or which may become common or mutual to the whole of the said tenement and to all the proprietors thereof and (Three) a right in common along with the proprietor or proprietors of any other house or houses in the said tenement to such other parts and portions of the said tenement which may be used in common in connection with the subjects in this Title and the said other house or houses although not used in common with all the houses therein; With free ish and entry to the subjects in this Title and to the said coalhouse, water closet and the said common ground and drying green by the said common entry and to the roof and chimney stalks of the said tenement by the stair and hatchway leading thereto for the purpose of cleaning vents or repairs and for all other necessary purposes.

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**Section B****AYR9131**

## Proprietorship

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

<b>Entry number</b>	1
<b>Date of registration</b>	26-08-2021
<b>Date of Entry</b>	19-08-2021

**Consideration**

£19,250

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## **Section C**

**AYR9131**

### Securities

There are no entries.

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## Section D

**AYR9131**

### Burdens

Number of Burdens: 1

#### **Burden 1**

Disposition by Executrix of Andrew Kay to Lottie Canon and her executors and assignees, recorded G.R.S. (Ayr) 21 Apr. 1970, of the subjects in this Title, contains the following burdens:

(First)

My said disponee/s shall be bound to pay a one-half share of the expense of maintaining, repairing and if necessary renewing the stairway and landing leading to the first floor of the tenement 26 Welltrees Street, Maybole, water closet on said landing and first floor passageway referred to in (One) in the Property Section

(Second)

My said disponee/s shall pay a one-fourth share of the expense of maintaining and keeping in good order and repair and if necessary renewing the foundations, gables, outside walls, internal and external division walls, the roof and hatchway leading thereto, the vents and chimney stalks (excluding chimney cans) rain water pipes, rhones and conductors and the common entry, the drain and soil pipes, the water and gas supply pipes, the electricity cables and wires so far as used in common by all the proprietors of the said tenement 26 Welltrees Street, Maybole and all other parts and portions of said tenement which are or may become common or mutual to all the proprietors thereof;

(Third)

My said disponee/s shall pay a share determined according to the number of houses affected of such expense in respect of the parts or portions of the said tenement referred to in (Three) in the Property Section; But declaring

(One) that my said disponee/s shall contribute to the upkeep of the chimney heads only in so far as his interest extends

(Two) that my said disponee/s shall bear the whole cost of the maintenance and replacement of any chimney cans used solely by them and

(Three) that a majority of the proprietors of the said tenement shall be entitled to decide as to what repairs are necessary for the proper maintenance of the common portions of the said tenement and others each person having one vote for each dwellinghouse owned by him and where any house is owned by more than one person they shall have one vote between them and in the event of any of the proprietors concerned being equally divided in opinion then the matter shall be decided by an Arbiter to be mutually agreed upon and failing agreement to be appointed by the Sheriff Substitute of Ayr and Bute at Ayr for the time being and the expenses

of such reference shall be borne by all proprietors concerned or otherwise as may be fixed by the said Arbiter and where a majority of the proprietors have or the Arbiter appointed as aforesaid has considered it desirable to have any mutual repairs or renewals executed the said majority or he shall have power to order the same to be done and all proprietors having a common right to any subjects to be repaired, maintained or renewed 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 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 said necessary repairs and to instruct tradesmen and to recover from the proprietors of each dwellinghouse of said tenement his or her respective portion of the account for said repairs and of any remuneration which may be fixed for the services of said common factor and without prejudice to the foregoing in the event of any proprietor of the said tenement being of the opinion that repairs to or renewals of any of the common parts and pertinents of the said tenement are necessary to keep the said tenement in good order and repair and the majority of the said proprietors fail to decide that such repairs or renewals are necessary such proprietor shall have power to refer the matter to an Arbiter appointed as aforesaid provided that if the said arbiter decides that such repairs and renewals are unnecessary the expenses of the reference shall be paid by the said proprietor; and

(Fourth)

My said disponee/s and their foresaids shall be bound to insure and keep constantly insured for a reasonable amount with a recognised British Insurance Company the subjects hereinbefore disposed against risk or loss by fire and in the event of the same being destroyed or damaged by fire to apply the sums recovered from the insurance company in or towards the reinstatement of such damage; And I bind and oblige myself to incorporate similar conditions mutatis mutandis in all Dispositions and Conveyances which may be granted by me of the remainder of the said tenement and others or any part thereof.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

9995  
1/3/2010

TITLE NUMBER

**AYR9131**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

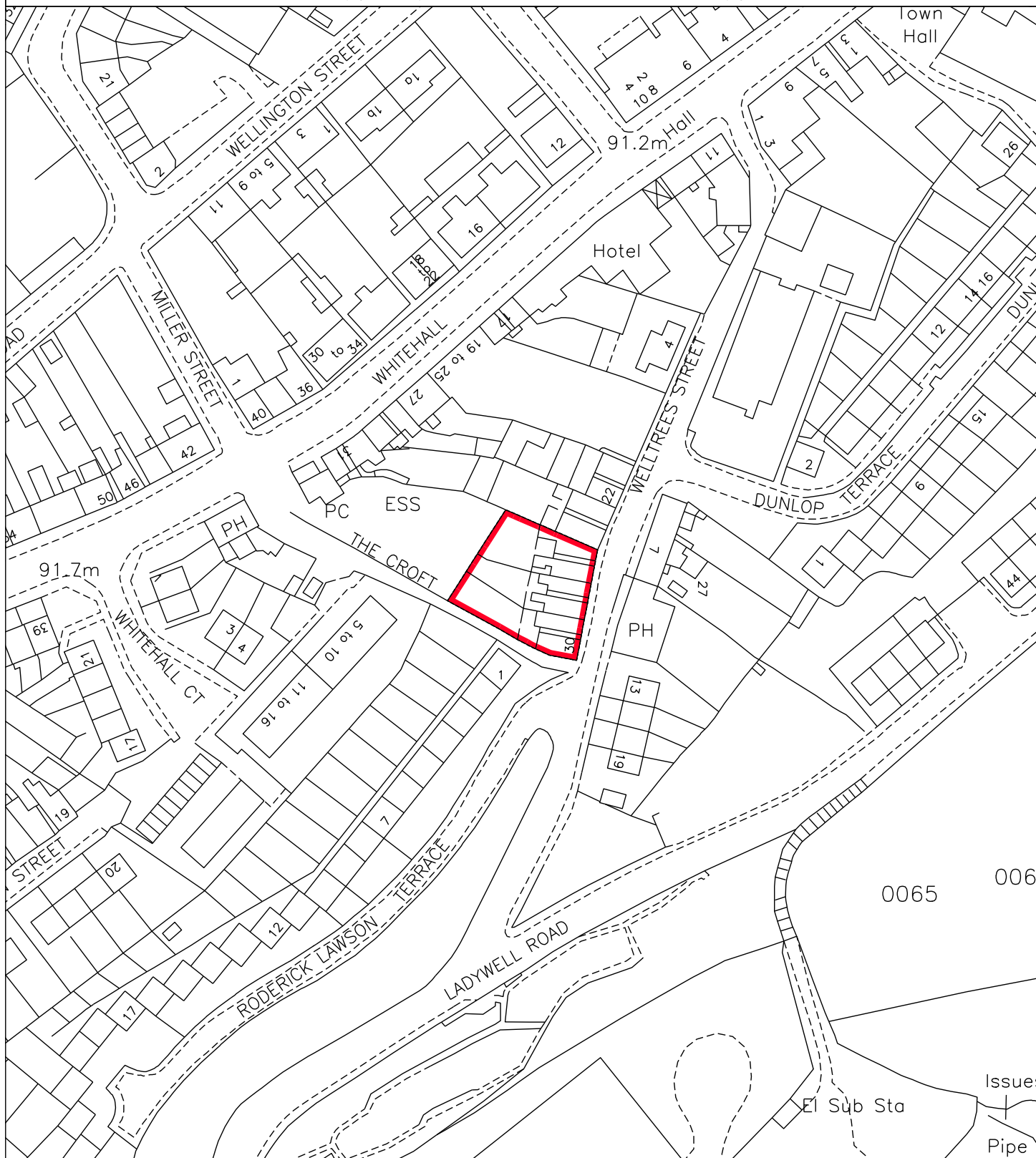
70m

NS2909 NS3009

Survey Scale

1/2500

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# ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming Flat D, 26 Welltress Street, Maybole, being the whole subjects registered in the Land Register of Scotland under Title Number AYR9131 (hereinafter referred to as "the Lot");

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

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

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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

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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 Freeland's Solicitors Motherwell, ML1 1BW

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

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



**Adhibited by**  
**James Anderson Cowan MacDonald**

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**Witness**



**Full Name**  
**Courtney Lafferty**

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

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