



Title Information: MID213368

Search summary

Date/Time of search	30-10-2020 14:02:53
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Transaction number	SCO-06541855
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User reference	
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Section A**MID213368**

Property

Date of first registration	27-11-2019
Date title sheet updated to	19-02-2020
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	
Title Number	MID213368
Cadastral Unit	MID158700
Sasine Search	117726
Property address	2F1, 1 CARGIL COURT, EDINBURGH EH5 3NE

Description

Subjects part of cadastral unit MID158700 edged red on the cadastral map being 2F1, 1 CARGIL COURT, EDINBURGH EH5 3NE being the westmost house on the top flat at 1 CARGIL COURT edged blue on the supplementary data to the title sheet with the area of garden ground tinted mauve on the said supplementary data, Together with a right of common property with each and every other proprietor of the said tenement in and to (a) the solum on which the said tenement is erected, the foundations, outside walls (but excluding the windows, window frames and casings and frontages other than those in the said common passage and stair) gables, roof of said tenement and hatchway in the said roof (b) the said common entrance hall and the staircase leading to the upper floors of the said tenement and the landings with the walls enclosing said entrance hall staircase and landings, the windows giving light thereto and also the electric fittings for the lighting thereof (c) the passage leading to the back of and the terrace and steps at the rear of the said tenement (d) the mutual entrance pathway leading from Cargil Terrace aforesaid to the tenement and the mutual pathway leading from the tenement to the area of garden ground at the rear of said tenement said mutual pathways being tinted yellow on the said supplementary data, (e) all sewers, drains, water and soil pipes, rhones, conductors, gutters, cisterns, gas and electric mains and cables and pipes and all fittings in connection with the same so far as I have right thereto and the same are used in common by the respective proprietors or occupiers of said tenements.

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Section B

MID213368

Proprietorship

JOHN THOMAS FOLEY and DENISE FOLEY both 149/1, Bonnington Road, Edinburgh, equally between them.

Entry number	1
Date of registration	27-11-2019
Date of Entry	08-11-2019
Consideration	£235,000

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Section C

MID213368

Securities

Entry number	1
Specification	Standard Security by said JOHN THOMAS FOLEY and DENISE FOLEY to TSB BANK PLC incorporated under the Companies Acts (Company Number SC095237), PO Box 373, Manston Lane, Leeds, LS14 9GQ.
Date of registration	27-11-2019

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Section D

MID213368

Burdens

Number of Burdens: 3

Burden 1

Feu Charter by John William Fraser to Ernest Gustave Dussel and his heirs and assignees, recorded G.R.S. (Edinburgh) 29 Sep. 1914, of that piece of ground at Cargil Terrace, contains no subsisting burdens after consolidation of the dominium utile interest created by the said Feu Charter with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Edinburgh) 7 May 1963.

Feu Charter by John William Fraser to Ernest Gustave Dussel and his heirs and assignees, recorded G.R.S. (Edinburgh) 29 Sep. 1914, of that piece of ground at Cargil Terrace, contains no subsisting burdens after consolidation of the dominium utile interest created by the said Feu Charter with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Edinburgh) 7 May 1963.

Burden 2

Deed of Conditions, recorded G.R.S. (Edinburgh) 4 Jun. 1963, by James Mitchell Cunningham, Proprietor of that area of ground edged red on the supplementary data to the title sheet, contains burdens &c in the following terms, viz:

The said ground now known as Cargil Court, Edinburgh upon which there has been erected by me (First) a tenement of six houses (hereafter referred to as "the tenement") and (Second) at the rear of the tenement a block consisting of eight garages with two houses above (hereinafter referred to as "the block"), considering that it is desirable to define the respective rights, interest and liabilities of the various proprietors from time to time of the several houses and garages comprising the tenement and the block: Therefore I provide and declare as follows:-

First - The proprietors from time to time of the said six dwellinghouses comprising the tenement shall each possess and there shall be conveyed with each house a right of common property with each and every other proprietor of the tenement in and to and the proprietors shall be bound jointly to maintain and uphold in good order and repair and if need be jointly to re-erect or restore (a) the solum on which the tenement is erected, the foundations, outside walls (but excluding except as aftermentioned the windows, window frames and casings and frontages), gables, roof of the tenement and hatchway in the said roof (b) the common entrance hall in the tenement and staircase leading to the upper floors thereof and the landings with the walls enclosing said entrance hall and staircase and landings, the windows giving light thereto and also the electric fittings for the lighting thereof (c) the passage leading to the back of and the terrace and steps at the rear of the tenement (d) the mutual entrance pathway leading from Cargil Terrace, Edinburgh to the tenement and the mutual pathway leading from the tenement to the garden ground to be conveyed with each of the said six dwellinghouses which mutual pathways are tinted yellow on the Supplementary data to the title sheet (e) all sewers, drains, water and soil pipes, rhones,

conductors, gutters, cisterns, gas and electric mains and cables and pipes and all fittings in connection with the same so far as I have right thereto and the same are used in common by the respective proprietors or occupiers of the said six dwellinghouses and all parts and pertinents of the tenement which are common or mutual to the respective proprietors of the said six dwellinghouses.

Second - The whole cost and expense of upholding and maintenance, re-erection or restoration as provided for in Clause First hereof shall be paid by the proprietor or proprietors of the said six dwellinghouses to the extent of one sixth part thereof in respect of each such dwellinghouse owned by him or them respectively: Declaring that when the proprietor or proprietors having the major number of votes (the proprietor or proprietors of said six dwellinghouses having one vote in respect of each of said six dwellinghouses owned by him or them respectively) consider it desirable to have executed any mutual or common works in terms of Clause First hereof they shall be entitled to order the same to be done and all proprietors of the tenement whether consentors or not shall be bound to permit the execution thereof and to pay their respective shares of the cost and expense thereof in the same way as if their consent had been given and the decision of the proprietor or proprietors having the major number of votes as aforesaid as to what works are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding on all the several proprietors of the tenement, and further declaring that for the purpose of this and the preceding clause painting and cleaning shall be treated as falling within the description of repairs and maintenance.

Third - The several proprietors from time to time of the tenement shall be bound to maintain their respective portions of the tenement in good order and repair in all time coming.

Fourth - The proprietors from time to time of the block shall each possess and there shall be conveyed with each garage and each house a right of common property with each and every other proprietor of the block in and to and the proprietors shall be bound jointly to maintain in good order and repair and if need be jointly to re-erect or restore (a) the solum on which the block is erected, the foundations, outside walls (but excluding the windows, the window frames and casings and frontages, garage doors, casings and frontages), gables and the roof of the block (b) all sewers, drains, water and soil pipes, rhones, conductors, gutters, cisterns, gas and electric mains and cables and pipes and all fittings in connection with the same so far as I have right thereto and the same are used in common by the respective proprietors or occupiers of the said eight garages and two houses above and all parts and pertinents of the block which are common or mutual to the respective proprietors of the said eight garages and two houses above.

Fifth -The whole of the cost and expense of upholding and maintenance, re-erection or restoration as provided for in clause Fourth hereof shall be paid by the proprietor or proprietors of the block to the extent of one sixteenth part thereof in respect of each such garage owned by him or them respectively and to the extent of one quarter part thereof in respect of each of the said dwellinghouses above owned by him or them respectively: Declaring that when the proprietor or proprietors having the major number of votes (the proprietor or proprietors of the block having one vote in respect of each sixteenth share of the cost and expense as aforementioned to be borne by him or them) consider it desirable to have executed any mutual or common works in terms of Clause Fourth hereof they shall be entitled to order the same to be done and all proprietors of the block whether consentors or not shall be bound to permit the execution thereof and to pay their respective shares of the cost and expense thereof in the same way as if their consent had been given and the decision of the proprietor or proprietors having the major

number of votes as aforesaid as to what works are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding on all the several proprietors of the block and further declaring that for the purpose of this and the preceding clause painting and cleaning shall be treated as falling within the description of repairs and maintenance.

Sixth - The several proprietors from time to time of the block shall be bound to maintain their respective portions of the block in good order and repair in all time coming.

Seventh - The proprietors from time to time of the said eight garages shall each possess and there shall be conveyed with each garage a right of common property with each and every other proprietor of said garages in and to and the proprietors thereof shall be bound jointly to maintain and uphold in good order and repair the driveway and courtyard tinted pink in the supplementary data to the title sheet and the cost of such works shall be paid by the said proprietor or proprietors to the extent of a one eighth part thereof in respect of each such garage; Declaring that when the proprietor or proprietors having the major number of votes (the proprietor or proprietors of the said eight garages having one vote in respect of each garage owned by him or them) consider it desirable to have executed any mutual or common work in terms of this clause, they shall be entitled to order the same to be done and all proprietors of the said eight garages whether consentors or not shall be bound to permit the execution thereof and to pay their respective shares of the cost and expense thereof in the same way as if their consent had been given and the decision of the proprietor or proprietors having the major number of votes as aforesaid as to what works are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding on all the several proprietors of the said eight garages.

Eight - The proprietors from time to time of the said two dwellinghouses forming part of the block shall each possess and there shall be conveyed with each of the said dwellinghouses a right of common property in and to and the proprietors of the said two dwellinghouses shall be bound jointly to maintain and uphold in good order and repair in equal shares the pathway tinted blue on the supplementary data to the title sheet.

Ninth - The proprietor or proprietors from time to time of the tenement and the block shall be bound jointly to maintain in good order and repair and if need be jointly to re-erect and restore the boundary walls on the east, south and west of the said ground, so far as I am liable therefor and also the boundary wall on the north along said Terrace ex adverso the tenement and the cost of such works shall be paid by the said proprietor or proprietors to the extent of a one sixteenth part in respect of each of the dwellinghouses and a one sixteenth part in respect of each of the garages comprising the tenement and the block: Declaring that when the proprietor or proprietors having the major number of votes (the proprietor or proprietors of the tenement and the block having one vote in respect of each sixteenth share of the cost and expense as aforementioned to be borne by him or them) consider it desirable to have executed any mutual or common work in terms of this clause, they shall be entitled to order the same to be done and all proprietors of the tenement and the block whether consentors or not shall be bound to permit the execution thereof and to pay their respective shares of the cost and expense thereof in the same way as if their consent had been given and the decision of the proprietor or proprietors having the major number of votes as aforesaid as to what works are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding on all the several proprietors of the tenement and the block.

Tenth - The proprietors of each of the six dwellinghouses comprising the tenement and the two dwellinghouses forming part of the block shall be bound to maintain in good order and repair and if need be re-erect and restore the division fences separating the garden ground to be conveyed with each of the said dwellinghouses so far as the said fences are mutual and the cost of such works shall be paid equally by the adjoining proprietors.

Eleventh - The foregoing burdens, conditions, provisions, limitations, declarations and obligations and stipulations are created and declared to be real liens and burdens upon and affecting the said ground on which the tenement and the block are built, the tenement and the block erected thereon and the several portions thereof and shall be enforceable at the instance of any of the proprietors of the tenement and the block and shall constitute the basis on which the proprietors of the several portions of the tenement and the block and their heirs, successors and assignees in all time coming shall possess their respective properties.

Burden 3



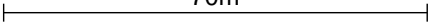
Feu Disposition by James Mitchell Cunningham to David Hope Robertson and his heirs and assignees, recorded G.R.S. (Midlothian) 4 Dec. 1963, of the subjects in this Title, contains the following burdens:

(First) my said disponent and his foresaids shall be bound to maintain and uphold in good order and repair in all time coming the dwellinghouse and no alterations shall be made on the external appearance or elevation thereof without the express written consent of me or my heirs or successors in the superiority first had and obtained, which shall be used exclusively for a private garden or drying green in connection with the said dwellinghouse and for no other purpose whatever and

(Second) my said disponent and his foresaids shall be bound to insure against loss or damage by fire in all time coming the said dwellinghouse and that with an established Insurance Company and to pay the premiums thereon and regularly to produce to me or my successors the premium receipts when required, and in the event of the said dwellinghouse being destroyed or damaged by fire the sum recovered from the Insurance Company shall be applied at the sight of me or my successors in rebuilding or restoring the said dwellinghouse.

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 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	7961 3/12/2019	MID213368
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m 
NT2476SW NT2476SE NT2476NW NT2476NE		Survey Scale 1/1250

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