

**THE LAW SOCIETY OF IRELAND**  
**CONDITIONS OF SALE 2023 (REVISED) EDITION**

**PARTICULARS**  
**and**  
**CONDITIONS OF SALE**  
**of**  
**Property at Knockaconny, Monaghan, Monaghan**

**\*SALE BY AUCTION**

**To be held online: [www.lslauctions.com](http://www.lslauctions.com)**

**On 24 September 2025**

**LOT Number 1**

Auctioneer:	LSL Auctions
Vendor:	The Late Catherine McPhillips acting by the Receiver, Sean Webb as Receiver
Vendor's Solicitor:	Belgard Solicitors LLP
Address:	Block D, Cookstown Court, Old Belgard Road, Tallaght, Dublin 24
Purchaser:	
Reference:	AC/SEN00010343

**WARNING:** It is recommended that the within should not be completed without prior legal advice.

**MEMORANDUM OF AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_ 20

BETWEEN

The Late Catherine McPhillips acting by the Receiver, Sean Webb as Receiver, c/o Block D  
Cookstown Court, Old Belgard Road, Tallaght, Dublin 24.

Tax Number: 6429589K

Tax type:

(“VENDOR”)

Nominated Email Address of Vendor’s solicitor: [info@belgardsolicitors.ie](mailto:info@belgardsolicitors.ie)

And  
of

Tax Number:

Tax type:

(“PURCHASER”)

Nominated Email Address of Purchaser’s solicitor:

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance  
with the annexed Special and General conditions of Sale the subject property described in the  
within Particulars at the purchase price mentioned below.

Purchase Price            €  
Less contract deposit    €  
Balance                    €

Closing Date: 4 weeks from the date hereof  
Interest Rate: 8% per cent per annum

SIGNED \_\_\_\_\_  
(on behalf of Vendor)

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

SIGNED \_\_\_\_\_  
(Purchaser)

Witness \_\_\_\_\_

Occupation \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

As agent acknowledge receipt of Bank Draft/ Cheque for \_\_\_\_\_ in respect of the deposit

Signed \_\_\_\_\_

## **PARTICULARS AND TENURE**

**ALL THAT AND THOSE** the property comprised in Folio 20004 County Monaghan and more commonly known as Knockaconny, Monaghan, County Monaghan.

Local Property Tax (LPT) property ID number (where applicable):

## **DOCUMENTS SCHEDULE**

1. Certified copy Folio 20004 County Monaghan & Filed Plan
2. Certified copy Deed of Mortgage dated 5 June 2008 and made between Catherine McPhillips of the One Part and Seniors Money Mortgages (Ireland) Limited of the Other Part
3. Certificate of Incorporation on Conversion to a DAC.
4. Certified copy Deed of Appointment of Receiver dated 6 February 2020
5. Copy Letter of Formal Demand dated 14 March 2019
6. Letter from Monaghan County Council dated 25 February 2022 re no planning permission
7. Letter from Monaghan County Council dated 6 December 2021 re roads and services.
8. LPT printout (to follow)
9. Replies to Requisitions on Title
10. Draft Family Home Declaration of Vendor
11. Draft Section 72 Declaration of Vendor
12. Draft Deed of Transfer
13. BER Certificate and Advisory Report

## **SPECIAL CONDITIONS**

### **1. Amendment of Law Society 2023 (Revised) General Conditions by Special Condition**

Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions (Law Society 2023 (Revised) General Conditions) shall be applied for the purposes of these Special Conditions.

### **2. Application of Law Society 2023 (Revised) General Conditions**

The said General Conditions shall:

- (a) apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions;
- (b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.

### **3. In this Special condition:**

- a) “*VAT*” means Value Added Tax; and
- b) “*VAT Act*” means Value Added Tax Consolidation Act 2010 and related VAT regulations.

The sale is exempt from VAT in accordance with the provisions of Section 94(2) of the VAT Act.

### **4. The title to the Subject Property shall consist of the documents listed in the Documents Schedule hereto and shall be deduced there from. The Vendor shall not be required by the Purchaser to produce any further documents pertaining to the title. General Condition 6 is read subject to this Special Condition.**

### **5. LSL Auctions and the Vendor’s Solicitor will hold the deposit as agent for the Vendor and not as stakeholder and General Condition 4 (d) is hereby amended accordingly.**

### **6.**

- a) The Vendor sells as Receiver and on foot of the charge dated 5 June 2008 between Seniors Money Mortgages (Ireland) Limited (the ‘Bank’) and The Late Catherine McPhillips (‘the Charge’) and registered as a burden on Folio 20004 County Monaghan. Under and by virtue of the Mortgage and Charge, the Bank was granted a fixed mortgage and charge over the Subject Property as security for the repayment of all moneys and obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank as more particularly set out therein.

- b) On the 16<sup>th</sup> day of September 2016 Seniors Money Mortgages (Ireland) Limited under the Companies Act 2014 converted to a Designated Activity Company and changed its name to Seniors Money Mortgages (Ireland) Designated Activity Company (hereinafter "Seniors Money").
- c) The Purchaser will conclusively assume and accept that the statutory power of sale contained in the Mortgage and Charge has arisen and has become exercisable and will not be entitled to raise any objections, requisitions or enquiries in that regard or require any further documentation in relation thereto.
- d) Sean Webb as Receiver, (the "Receiver") having been appointed by Seniors Money Mortgages (Ireland) DAC as Receiver by Deed of Appointment dated the Thursday 6 February 2020 has agreed, in the name of the Vendor, to sell the Subject Property.
- e) The Purchaser shall accept the appointment of the Receiver under the Deed of Appointment as valid and shall raise no objection requisition or enquiry in relation to such appointment. A copy of the Deed of Appointment will be handed over.
- f) The Purchaser hereby expressly acknowledges that the Receiver is executing this Contract in his capacity as agent of the mortgagor for the sole purpose of facilitating the acquisition of the Subject Property by the Purchaser. Nothing contained in this Contract nor any agreement or matter connected herewith shall in any way affect the estate or property of the Receiver (or any other partner(s) or staff of the Receiver's firm) who is executing this Contract solely in his capacity as receiver and in no other capacity whatsoever. The Purchaser shall make no objection nor raise any requisition or enquiry in relation thereto.
- g) The Purchaser shall on closing accept an assurance of the Subject Property executed by Seniors Money as mortgagee and the Purchaser shall not require any other party to join in the said assurance and shall raise no objection, requisition or further enquiry in relation thereto.
- h) The Purchaser is put on notice that they will not be furnished with a Company Secretary Certificate of Seniors Money. No objection, requisition or enquiry will be raised in this regard.

## 7. Form of Assurance

- a) The form of deed of assurance to be executed herein (the 'Assurance') shall be agreed prior to the Date of Sale. The Purchaser is furnished for approval with a draft deed which the Vendor proposes to use in completion of the Sale. Any proposed amendments or additions shall be agreed in writing prior to returning signed contracts and in the absence of such agreement the return of signed contracts shall be deemed acceptance that the sale shall be completed by way of a deed substantially in the form of the draft deed furnished. The Assurance shall reflect the ultimate basis of sale of the Subject Property as provided for herein and the Purchaser Accepts that the Vendor may make such changes as are

necessary to give effect thereto. General Condition 16(a) is amended accordingly.

- b) The Purchaser accepts that pursuant to the provisions of either Section 21 of the Conveyancing Act 1881/Section 104 of the Land and Conveyancing Law Reform Act 2009/Section 62 of the Registration of Title Act 1964 (as applicable), Seniors Money shall sell the Subject Property free from all estates, interests and rights to which the Mortgage and Charge has priority.
- c) The Assurance shall contain an express provision such that the Purchaser shall take the Subject Property freed, discharged and/or released from all claims and demands made under the Mortgage and Charge and the Purchaser accepts that no separate deed of release/discharge of the Mortgage and Charge or an undertaking to produce such deed shall be required.
- d) For the avoidance of doubt, the Vendor shall not be required to explain or discharge judgments, lis pendens, charges, mortgages or other acts appearing on title that have been registered since the date of this Contract for Sale and General Condition 15 is hereby amended accordingly and General Condition 6(f) shall not apply to this sale.
- e) The Vendor shall provide the tax number and type of Seniors Money on Completion together with the property identification numbers for the residential units issued for payment of LPT, if relevant. The Purchaser accepts that the Vendor is not required to complete the section of the Memorandum of Agreement providing for those details. No further documentation shall be sought by the Purchaser or furnished by the Vendor in relation to stamping.

8. Neither the Receiver nor his partners or employees are:-

- a) To incur any personal liability to the Purchaser whatsoever whether on their own part or in respect of any failure on the part of the Vendor to observe perform or comply with any of its obligation under this agreement.
- b) To be liable to the Purchaser for any actions claims demands injury or proceedings or any costs damages expenses liabilities or losses whether incurred directly or indirectly in relation to this agreement.
- c) The liability (if any) of the Receiver hereunder shall be limited to the amount of case representing assets of the Vendor collected by the Receiver in the course of his duties as Receiver and not expended or distributed or paid by him prior to effective notification to him of any valid claim hereunder.

9. General Condition 32 shall not apply to this sale and is hereby deleted.

- a) No warranty is given regarding compliance with the Subject Property with the requirements of the Planning Acts 2000 – 2010, the Building Control Acts 1990 and 2007 or any regulations made thereunder or the Fire Services Act 1981 or any legislation, orders or decisions amending or replacing same.

- b) The Vendor does not warrant that Planning Permission or Building Bye Law Approval has been obtained for any development that may have taken place on the Subject Property or, when the Planning Permission or Bye Law Approval has been obtained, that the development has been carried out in compliance with such Planning Permission and/or Building Bye Law Approval.
- c) Neither the Vendor nor the Vendor's solicitor shall be required to explain any acts appearing on any planning search.
- d) The Purchaser shall not call for the production of a Safety File held pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2006 as amended.
- e) It shall be a matter for the Purchaser to make its own enquiries and to satisfy itself with regard to planning matter, environmental and archaeological issues and any compulsory acquisition order which may affect the Subject Property and use thereof and no warranty is given or representation made in that regard.
- f) Strictly without prejudice to the preceding provisions of this Special Condition the Purchaser is furnished for information purposes only with the planning documents referred to in the Documents Schedule (if any). The Vendor does not warrant the accuracy of these documents. The Purchaser accepts that nothing further shall be furnished in connection with any of the above matters.

10. The Receiver has a limited knowledge of the Subject Property and accordingly:-

- a) General Condition 9 (b)(iii) shall not apply to this sale as this information is outside of the Vendor's knowledge. Accordingly, no statutory declaration will be furnished in this regard.
- b) General condition 11 shall not apply to this sale. The Purchaser shall accept such evidence of identity as maybe gathered from the description in the copy documents specified in the documents schedule hereto. The Purchaser shall be deemed to be aware of the defined boundaries, fences, ditches, hedges or walls of the Subject Property and the vendor shall not be required to define same, or to specify what boundaries (if any) are of a party nature or separately identify parts of such property held under different titles.
- c) Requisitions on title will be confined to matters of title only and no general requisitions in relation to the Subject Property shall be raised. The Purchaser Accepts that the replies to Requisitions provided herewith by the Vendor are limited to matters within the actual knowledge, information or belief of the Vendor. The Purchaser Accepts that no further Requisitions or Rejoinders shall be raised by the Purchaser and General Conditions 6 and 7 shall be read subject to this Special Condition.
- d) No error in the replies to Requisitions shall annul the sale nor entitle the Purchaser to compensation on account thereof. General Condition 33 is amended accordingly. The replies to Requisitions are subject to the terms of the



Special Conditions which in the event of conflict take precedence over the said replies.

- e) The Vendor and the Receiver give no warranty and make no representations as to the co-incidence of actual boundaries in the vicinity of the Subject Property and the boundaries of the Subject Property shown by the title furnished and encroachments made by the Vendor on property adjoining the Subject Property in conjunction with the use of the Subject Property. The Purchaser is placed on his own enquiry in these respects and shall satisfy themselves prior to the signing hereof of any discrepancy in relation to the size and dimensions of the Subject Property as described in the documents of the title and the position on the ground.
  - f) For the avoidance of any doubt the Vendor and the Receiver do not warrant that either the Subject Property or any processes carried out thereon now or at any time in the past comply with Environmental Laws. The Purchaser shall satisfy himself as regards all environmental matter concerning the Subject Property. The Purchaser shall not be entitled to raise Requisition 31 of the Law Society Objections and Requisitions on the Title following the execution of this Agreement and General Condition 7 of the General Conditions of Sale is hereby varied accordingly.
11. The Vendor's liability under General Condition 39 is (in addition to the limitations imposed by General Condition 40) limited to the extent of the insurance cover available to the Vendor in respect of the Subject Property (if any). The Vendor does not warrant or represent that any insurance cover is or will be carried in respect of the Subject Property.
12. The Purchaser shall not assign, sub-sell or part with the benefit of this Contract or their interest therein without the previous consent in writing of the Vendor.
13. No declaration or certificate shall be furnished pursuant to the provisions of the Family Law Acts apart from a statutory Declaration by the Vendor confirming that to the best of their knowledge information and belief the Subject Property is not affected by the Family Law Acts.
14. General condition 13 shall not apply to this sale and general condition 14 shall be read as if the words "subject to condition 13" had been deleted therefrom. The vendor shall only be obliged to disclose such easements, rights, privileges and liabilities, which have come to the vendors actual attention prior to the date hereof. The Purchaser shall therefore satisfy themselves in relation to any other easements, rights, privileges and liabilities affecting the Subject Property, or likely to affect same.
15. General condition 31 shall not apply to this sale. No service of any of the orders or notices referred to therein have come to the vendor's actual attention prior to the date hereof. The Purchaser must rely exclusively on its own searches and enquiries in respect of compliance by the Subject Property with relevant legislation or any other legislation affecting property.

16. The Purchaser acknowledges that they are purchasing the Subject Property as seen with actual knowledge of the state and condition of same. In the event that any works require to be carried out to the Subject Property in sale to comply with the provisions of any statutory, government or local or other authority same shall be the sole responsibility of the Purchaser. The Purchaser shall not call upon the Vendor to remove from the Subject Property any rubbish, spoil, fittings from advertising or promotion materials or signs or other objects on or in the Subject Property whether or not owned by the Vendor and shall not delay the closing of the sale on account of the state of the Subject Property. For the avoidance of doubt any objects or contents within the Subject Property, including without limitation furniture and furnishings, are not Purchased Chattels or otherwise included in this Sale and the Vendor does not give any warranty as to the title thereto.
17. The Purchaser has been furnished with the BER Certificate referred to in the Documents Schedule and the related advisory report and expressly acknowledges that no warranty has been given or representation made by or on behalf of the Vendor or Receiver with regard to the veracity of same. The Purchaser expressly agrees that the no liability shall attach to the Vendor, the Receiver and/or their solicitors in respect of any inaccuracy in those documents.
18. If the Purchaser's Solicitor wishes to close by post then the Law Society Guidelines on Postal Closing shall apply and the Documents of Title will be sent by registered post at the Purchaser's risk. The Purchaser's Solicitor acknowledges that closing monies sent by way of cheque or bank draft will take 3-5 days to clear. Closing monies sent by way of bank transfer can be sent to the following account:

Bank: Bank of Ireland, Priorsgate, Main Road, Tallaght, Dublin 24  
Account Number: 49919501  
Sort Code: 90 13 43  
IBAN: IE20 BOFI 9013 4349 9195 01  
BIC: BOFIIIE2D

NB PLEASE ENSURE REFERENCE IS QUOTED WITH PAYMENT to  
ensure payment can be located and avoid delays: SEN00010343

19. The Vendor shall discharge local property tax and Household Charge relating to the Subject Property in advance of the completion of the Sale and furnish the Purchaser with confirmation of payment on completion of the Sale if available. Alternatively, the purchaser will accept a letter of undertaking in respect of these payments. A certificate of discharge does not issue for household charge payments made after 2012 and therefore same will not be furnished. The amount paid by the Vendor in respect of Local Property Tax relating to the Subject Property shall be apportioned as between the Vendor and the Purchaser in accordance with the provisions of General condition 23 and the Purchaser's share thereof will be due on completion in addition to the balance purchase monies. General Condition 6(c) and General Condition 22 are amended accordingly.
20. The Purchaser Accepts that the Vendor is not obliged to furnish on closing or at any time a letter or other evidence from the Local Authority (or any other party) confirming that the roads and/or services abutting the Subject Property are in the charge of the

Local Authority (other than such letter or evidence as may be referred to in the Documents Schedule) and that the Vendor is providing no warranty in this regard.

21. The copy title documents furnished with this Contract have been produced to the Purchaser or his Solicitor prior to the signing of this Contract. The Purchaser shall be deemed to have entered into this Contract with full knowledge of all their contents and of the nature and extent of the rights and obligations affecting the Subject Property (if any) as referred to in the documents contained in the Documents Schedule and shall make no objection nor raise any requisition or further enquiry in this regard
22. If any term, provision, clause or sub-clause of this Contract shall in whole or in part be held by a Court to be unlawful void or unenforceable under any enactment or rule of law that term, provisions, clause or sub-clause or part thereof shall to be the required extent be severed from and deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract shall not be thereby adversely affected.