

## MORTGAGE DEED

## THIS DOCUMENT AND THE INCORPORATED MORTGAGE TERMS FORM AN IMPORTANT DEED SECURING ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY YOU. IF THE BANK IS NOT PAID YOU MAY LOSE THE PROPERTY CHARGED. WE RECOMMEND YOU TAKE INDEPENDENT LEGAL ADVICE ON THE EFFECT OF THIS DEED.

| Date      | Title  |
|-----------|--|
|           | Number   |
| Customer: |  |
| Bank:     | <b>The Royal Bank of Scotland plc (Company no. SC90312) acting through its</b> Mortgage Centre,<br>Royal Bank House, Cartsdyke Avenue, Cartsburn East, Greenock PA15 1EF (DX599600<br>Greenock 3)and its successors in title and assigns, and where the context so admits, its appointed<br>agent or the appointed agent of any persons so deriving title or any trustee for such agent or other<br>persons. |
| Interest: | Interest at the rate charged by the Bank to the Customer from time to time.  |
| Property: |  |

1. The Customer charges the Property to the Bank by way of legal mortgage, with full title guarantee, as a continuing security for all the Customer's Obligations, as more fully described in the Bank's Mortgage Terms 2011.

2. The Bank's Mortgage Terms 2011 form part of this deed and the Customer acknowledges receipt of a copy.

3. The Customer and the Bank apply to the Chief Land Registrar to enter upon the Register a restriction that no disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register.

4 This Mortgage Deed is governed by and shall be construed in accordance with English law.

SIGNED BY THE CUSTOMER AS A DEED IN THE PRESENCE OF THE WITNESS(ES)

| FIRST NAMED CUSTOMER | SECOND NAMED CUSTOMER |
|----------------------|-----------------------|
| SIGNATURE            | SIGNATURE             |
| WITNESS              | WITNESS               |
| SIGNATURE            | SIGNATURE             |
| FULL NAME            | FULL NAME             |
| ADDRESS              | ADDRESS               |
|                      |                       |
|                      |                       |
| THIRD NAMED CUSTOMER | FOURTH NAMED CUSTOMER |
| SIGNATURE            | SIGNATURE             |
| WITNESS              | WITNESS               |
| FULL NAME            | FULL NAME             |
| ADDRESS              | ADDRESS               |
|                      |                       |
|                      |                       |
|                      |                       |
| SIGNATURE            | SIGNATURE             |

Form of charge filed at H M Land Registry under reference MD [1266B]

The Royal Bank of Scotland plc. Registered in Scotland No 90312. Registered Office: 36 St. Andrew Square, Edinburgh EH2 2YB.



## OCCUPIER'S CONSENT AND POSTPONEMENT DEED

This is an important document, you should take legal advice before signing. If you sign and the Bank is not paid you may lose any interest you may have in the Property.

| Dated:    |  |
|-----------|--|
| Bank:     | The Royal Bank of Scotland plc   |
| Mortgage: | Means a legal charge by the Owner in favour of the Bank to secure all sums |
|           | due to the Bank from time to time.   |
|           |  |
| Occupier: |  |
| Owner:    |  |
| Property: |  |

- 1 In consideration of the Bank agreeing to make a mortgage advance available to the Owner on the security of the Mortgage, the Occupier, being a person who is or will be in occupation of the Property, consents to the Mortgage and ;
- 1.1 acknowledges that the Bank may without further consent make further advances to the Owner;
- 1.2 agrees that the Mortgage will rank before and in priority to any interest the Occupier may have now or in future in the Property or its proceeds of sale; and
- 1.3 agrees that the Occupier will not maintain any right or interest in the Property and will immediately on request by the Bank vacate the Property to enable the Bank to exercise its rights under the Mortgage or general law free from any interest of the Occupier.
- The Occupier acknowledges that prior to signing this deed the Occupier has been advised by the Bank to take independent legal advice and has been given an opportunity to do so.
  Signed as a deed by the Occupier in the presence of the Witness (who must add details of firm if a solicitor,

licensed conveyancer, or Fellow of the Institute of Legal Executives who is employed by a Solicitor):-

| <br>Occupier |                        |
|--------------|------------------------|
|              | Witness's name in full |
|              | Signature              |
|              | Name of Firm           |
|              | Address                |
|              |                        |
|              |                        |

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