

MORTGAGE ACCOUNT NUMBER		PROPOSED SETTLEMENT DATE	
DATE OF CONCLUSION OF MISSIVES		GROSS LOAN	£
To: Completions Team First Active PO Box 12168 Birmingham B2 2AD Fax: 0870 400 9610 ("the Bank" which expression shall include its successors in title and assignees and those deriving title through or under it and whether by way of an absolute transfer or other disposal or by way of security only and whether in relation to the whole or to part, and where the context so admits, its appointed agent or the appointed agent of any persons so deriving title or any trustee for such Bank or other persons)		FROM: (Name of Solicitors/Qualified Conveyancers) (Address) TEL: FAX:..... REFERENCE.....	
FULL NAME(S) OF BORROWER (PLEASE NOTE THAT TITLE TO THE PROPERTY MUST BE TAKEN IN THE NAME(S) OF THE BORROWER - WHERE THIS TERM INCLUDES ONE OR MORE BORROWERS, TITLE MUST BE TAKEN IN ALL NAMES). <div style="text-align: right;">("the Borrower")</div>			
PROPERTY ADDRESS ("the Property")			
PURCHASE PRICE £ (as shown in the Disposition)		IF A REMORTGAGE SHOW DATE OF PURCHASE	
IS TITLE SASINE (S) FIRST REGISTRATION TRANSFER OF WHOLE (FRW) FIRST REGISTRATION TRANSFER OF PART (FRP) SUBSEQUENT REGISTRATION (SR)		IF REGISTERED PLEASE STATE TITLE NUMBER REGISTERED ON ARTL YES/NO	
BUILDINGS INSURANCE:			
NAME OF INSURED:		SUM INSURED: £	
INSURANCE COMPANY:		RENEWAL DATE:	
POLICY NUMBER:		COMMENCEMENT DATE:	

INDEMNITY INSURANCE DETAILS (please provide the following information)	
POLICY NUMBER:	COMMENCEMENT DATE:
INDEMNITY INSURANCE DATE:	RENEWAL DATE:
NAME OF INSURED:	SUM INSURED:

THIS FORM MUST BE SENT TO US AT LEAST 7 WORKING DAYS PRIOR TO SETTLEMENT TO ENABLE US TO RELEASE THE FUNDS TO YOU THE DAY PRIOR TO SETTLEMENT.

IMPORTANT NOTES!

Have you dealt with the Buildings Insurance details? Remember the policy must be index-linked.

Have you provided your Bank Account details on page 2?

See Paragraph 4.2 of the Lenders' Handbook for Scotland issued by the Council of Mortgage Lenders and the letter of instruction for time-scales for re-inspection of the Property and submission of the Certificate of Title.

Please note that definitions used in the Standard Mortgage Conditions shall also apply to this Certificate of Title.

WE HEREBY CONFIRM TO THE BANK THAT:-

- a) We have investigated title to the Property in accordance with the Bank's Instructions set out in parts 1 and 2 of the Lenders' Handbook issued by the Council of Mortgage Lenders' ("the Instructions") and any other requirements of the Bank and the Borrower has acquired or will acquire on Settlement a good and marketable title which is free of defect other than as is detailed on the reverse hereof but which will constitute good security to the Bank and may safely be accepted by the Bank for mortgage purposes.
- b) All conditions of the Offer of Loan to the Borrower, other than those Conditions detailed in the Offer of Loan which do not require to be completed until after Settlement, have been or will be complied with before Settlement.
- c) The Standard Security and all other documents relative to the Loan have been executed and will be in our possession before Settlement.
- d) If the purpose of the Loan is to assist in the purchase of the Property the price is as stated in the Offer of Loan, the purchase monies including any deposit will pass through our Firm's Clients' Account and will be paid in full to the seller's solicitors.
- e) All of the information in this Certificate of Title is correct and the Bank may rely on the accuracy of each and every statement.
- f) * (i) We have explained to the Borrower (including any joint Borrower separately and independently where their interests might conflict) that the security covers all obligations of the Borrower(s) of whatever kind and whether incurred solely or jointly with any person, corporation, firm or other body and whether as principal or surety. We have also explained that it covers all such obligations which may arise in the future. Having received this advice we believe the Borrower(s) understand the nature and scope of the security they have granted.

* (ii) We have advised the solicitors acting on behalf of the Borrower(s) (including any solicitors acting for any joint Borrower being separately advised) of the fact that the Bank is providing or may in the future provide further facilities to the Borrower(s) and they have confirmed to us in writing that they have explained to the Borrower(s) (separately where appropriate) that the security covers all obligations of the Borrower(s) of any kind whatsoever and whether incurred solely or jointly with any person, corporation, firm or other body and whether as principal or surety.

* Delete as appropriate

WE HEREBY UNDERTAKE TO THE BANK:-

To hold the funds comprising the Loan strictly to the order of the Bank and to apply them only when the Borrower has provided us with sufficient cleared funds in order to complete the transaction and only then in order to secure a first ranking standard security over the Property in favour of the Bank.

To comply fully with the Instructions and any other requirements of the Bank both before and after Settlement. If Settlement does not take place on the proposed date (as shown overleaf), except with the prior agreement of the Bank, to return the funds in full by close of business on the next working day to the Bank by CHAPS transfer quoting Sorting Code Number 830500 and Account Number 98090165 and to advise the Bank's Mortgage Centre beforehand.

GUIDANCE NOTES:

1. Please retain a copy of the Certificate of Title for your file.
2. Please ensure that it is completed in full and signed by a Partner or authorised signatory on behalf of the firm.
3. By signing this document you are committing your firm to an undertaking.
4. If you have any difficulties regarding the contents of this Certificate of Title you must contact the Bank's Mortgage Centre **BEFORE** Settlement.

SOLICITORS BANK DETAILS – WILL BE USED FOR CHAPS TRANSFER

BANK:

BRANCH NAME:

ACCOUNT NAME:

SORTING CODE : - -

CLIENTS ACCOUNT NO:

Signed for and on behalf of _____
(INSERT NAME OF FIRM IN BLOCK CAPITALS)

Signature _____ **Date** _____