

## SECOND HOME FAMILY MEMBER'S OCCUPIER'S AGREEMENT TO MORTGAGE DEED

To be signed by the family member (other than the borrower or a joint borrower) who has or may acquire a share in or a right to occupy the Second Home Property.

Family Member Occupier:	
Second Home Property Address:	
Title No. (if registered):	
The Borrower:	
Borrower's Primary Residence Address:	
The Advance: £	(in stages if applicable)
Enter the full advance amount, including any added fees. (Check to KFI-Offer section 6)	
The Society:	HINCKLEY & RUGBY BUILDING SOCIETY

I, the Family Member Occupier, being a person who is in or may go into occupation of the Second Home Property:

- (1) CONSENT to the creation by the Borrower in favour of the Society of security for the Advance and such further advances by way of Mortgage of the Second Home Property.
- (2) AGREE AND UNDERTAKE that such rights (if any) as I may have or acquire, to include any rights I may have as a beneficiary under a trust to share in or occupy the Second Home Property, shall be postponed and subject to the rights interest and remedies of the Society as Mortgagee and that any such estate right or interest I have or may have in the Second Home Property shall be charged to the Society as continuing security for the total debt.
- (3) UNDERTAKE that if the Advance is made I will not assert or maintain against the Society as Mortgagee of the Second Home Property any right interest or claim in equity or by way of overriding interest or otherwise.
- (4) CONFIRM that I am not paying rent to the Borrower or to any other person or persons on the borrower's behalf under the Rent Act 1977.
- (5) AGREE that I shall immediately vacate the Second Home Property and give up possession of it to the Society on the exercise by the Society of its rights under its Charge.
- (6) CONFIRM that the effect of the form of Agreement and Undertaking has been explained and that I have taken independent legal advice on its effect from a solicitor other than that acting on behalf of the Borrower.
- (7) DATA PROTECTION. I consent to the information on this form being held and disclosed by the Society for the purposes of administering the loan and after redemption for record purposes and to provide information to any second mortgagees.

**BEFORE SIGNING THIS FORM YOU MUST OBTAIN ADVICE FROM YOUR OWN SOLICITOR INDEPENDENT FROM THAT ADVISING THE BORROWER.**

THIS AGREEMENT AND UNDERTAKING IS INTENDED TO HAVE BINDING LEGAL EFFECT BETWEEN MYSELF AND THE SOCIETY AS MORTGAGEE TO POSTPONE ANY INTEREST IN THE SECOND HOME PROPERTY SO THAT IT RANKS AFTER THIS ADVANCE AND WILL GIVE THE SOCIETY THE ABILITY TO TAKE POSSESSION OF THE SECOND HOME PROPERTY ON ANY DEFAULT BY THE BORROWER FREE OF ANY INTEREST I MAY HAVE.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

Signed as a Deed by the Family Member Occupier .....  
in the presence of an independent solicitor witness

Signature of independent solicitor witness ..... Address .....