

Mortgage Deed (INDIRECT)

LANDREGISTRY OF NORTHERN IRELAND			
Folio(s):		County:	
Registered Owner(s):			

Application Reference	
Date	
“We”, “us” and “our”	HSBC UK Bank plc of Mortgage Service Centre PO Box 6306 Coventry CV3 9LB and its successors, transferees and assigns.
Mortgage Conditions	HSBC Mortgage Loan Terms and Conditions 2018 v 2 Edition
Your full name(s) (“you” and “your”)	1.
	2.
	3.
	4.
<u>Registered property:</u>	
Folio Number(s) and County	
<u>Registered property:</u>	
Registered property description:	(the registered property)
<u>Unregistered property:</u>	
Unregistered freehold property description	(the unregistered freehold property)
Unregistered leasehold property description	(the unregistered leasehold property)
All of the property described above is known together as the property	
Full Name(s) of the Borrower(s)	1.
	2.
	3.
	4.

1. This Mortgage and Charge incorporates the Mortgage Conditions. **You** acknowledge that **you** have received these.
2. This Mortgage and Charge secures additional borrowing but **we** are not obliged to agree to any additional borrowing.
3. **You** agree to comply with the Mortgage Conditions.

4. Charges

- 4.1 As continuing security for the payment and discharge of the **mortgage debt** (as defined in the Mortgage Conditions), **you**, and if there is more than one of **you**, each of **you**, as beneficial owner(s):
 - 4.1.1 grant and demise to us all of the **unregistered freehold property** to hold the **unregistered freehold property** unto us for the term of ten thousand years from the date of this Mortgage and Charge;
 - 4.1.2 grant and demise to **us** all of the **unregistered leasehold property** to hold the **unregistered leasehold property** unto us for the remainder of the term of years created by the respective leases as set out above less the last ten days thereof; and
 - 4.1.3 charge by way of first legal charge all of the **registered property** with payment to **us** of all of the **mortgage debt** and **you** request that the charge created by this Mortgage and Charge be registered as a burden on the **registered property**, together with all buildings, structures, erections, trade and other fixtures affixed or attached thereto.
- 4.2 In addition to the security **you** give **us** at Clauses 4.1.1 to 4.1.3 above, **you** also charge the following to **us**:
 - 4.2.1 the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - 4.2.2 any shares or membership rights mentioned in condition 4 of the Mortgage Conditions;
 - 4.2.3 any goodwill of any business from time to time carried out on the **property**;
 - 4.2.4 any rental and other money payable under any lease, licence, or other interest created in respect of the **property**; and
 - 4.2.5 any other payments whatever in respect of the **property**, for example, payments from any insurance policy or any compensation money (including, but not limited to any criminal damage claim (as defined in the Mortgage Conditions)).

5. Inhibition (if the property is registered land)

If title to the **property** is registered land or is subject to compulsory first registration at the Land Registry of Northern Ireland, you hereby apply to the Registrar of Titles for the registration on the above-mentioned folio(s) of the following inhibition:

“except under an order of the Registrar no Charge or other security interest is to be registered or noted without the written consent of the Registered Owner(s) for the time being of Charge No....”

6. Attorns Tenant

You attorn tenant to **us** of any part of the **property** at the yearly rent of five pence (if demanded) provided always that **we** may at any time and without notice to **you**, determine the tenancy and enter the **Property**. However, neither the receipt of the rent nor the tenancy will make **us** liable to account to any person as mortgagee in possession.

7. Reversion

You will be entitled to hold in trust for **us** any reversion for the term of years as may be granted in any part of the **property**. **You** will be entitled to assign, convey or dispose of the reversion as **we** may direct and **we** may at any time whilst this Mortgage and Charge is in place remove **you** or any other person from being a trustee of the trust declared by this Clause. On the death or removal of **you** or such other person **we** will appoint a new trustee or trustees in **your** place.

Signed as a Deed by **you** in the presence of the Witness(es).

NOTE: where this Deed relates to registered land, it must be witnessed by two witnesses or by a solicitor.

You – Mortgagor 1	Witness (signature, name and address) (each signature must be separately witnessed)		
Your signature			
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation

You – Mortgagor 2	Witness (signature, name and address) (each signature must be separately witnessed)		
Your signature			
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation

You - Mortgagor3	Witness (signature, name and address) (each signature must be separately witnessed)		
Your signature			
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation

You - Mortgagor4	Witness (signature, name and address) (each signature must be separately witnessed)		
Your signature			
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation
Witness signature	Witness name (BLOCK CAPITALS)	Witness address	Witness occupation