

# STANDARD SECURITY

by

[Proprietor(s)]

in favour of HSBC UK Bank plc

## Property:

**IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS STANDARD SECURITY.**

This document is a Standard Security over the Property described overleaf on the terms set out in the separate document called the HSBC Mortgage Loan Terms and Conditions 2018 v2 Edition.

- HSBC UK Bank plc will hold this Standard Security as security for all the debts and/or any further advances by HSBC UK Bank plc as set out in this Standard Security.
- If any of the debts are not paid when due, HSBC UK Bank plc can sell the Property and put the money from the sale towards the debts.
- The debts may include, further advances that HSBC UK Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC UK Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- If there is more than one person named as Borrower, this Standard Security will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This Standard Security is separate from, and not limited by, any other security or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Standard Security and the HSBC Mortgage Loan Terms and Conditions 2018 v2 Edition contain other terms which affect you.

**This Standard Security is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Standard Security.**

## STANDARD SECURITY

In this Standard Security the words listed below have the following meanings:

**Bank:** **HSBC UK BANK plc**, incorporated under the Companies Acts (Company Number 09928412) and having its Registered Office at 1 Centenary Square, Birmingham, B1 1HQ and its successors and assignees.

**Borrower:**

**Proprietor:**

**Consentor:**

**Mortgage Debt:** as defined in the HSBC Mortgage Loan Terms and Conditions 2018 v2 Edition

**Property:**

**HSBC Mortgage Loan Terms and Conditions 2018 V 2 Edition** The HSBC Mortgage Loan Terms and Conditions 2018 v 2 Edition by the Bank dated 22nd June 2019 and registered in the Books of Council and Session on 12<sup>th</sup> July 2019 and any variation or extension of those Conditions. Words defined in the HSBC Mortgage Loan Terms and Conditions 2018 v 2 Edition have the same meaning in this Standard Security.

1. The Borrower undertakes to pay and discharge the Mortgage Debt of the Borrower to the Bank.
2. This Standard Security secures additional borrowing by the Borrower which may be incurred with or without the Proprietor's knowledge or consent.
3. The Borrower and the Proprietor undertake to comply fully with the HSBC Mortgage Loan Terms and Conditions 2018 v 2 Edition, the terms of which are incorporated into this Standard Security. The Borrower and the Proprietor acknowledge having received a copy of the HSBC Mortgage Loan Terms and Conditions 2018 v2 Edition.
4. The Proprietor, in security for the Mortgage Debt, hereby grants a Standard Security in favour of the Bank over the Property.
5. The Consentor (if applicable) consents to the Standard Security hereby granted for the purpose of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, or the Civil Partnership Act 2004.
6. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the HSBC Mortgage Loan Terms and Conditions 2018 v2 Edition, and any lawful variation thereof operative for the time being, shall apply.
7. The Proprietor grants warrandice.

8. A certificate signed by any manager or officer of the Bank as to the amount of the Mortgage Debt or any part of it shall, in the absence of manifest error, be conclusive and binding on the Borrower and the Proprietor.
9. The Borrower, the Proprietor and the Consentor (if applicable) consent to the registration of this Standard Security and of any certificate referred to above for execution.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed by the Borrower, the Proprietor and the Consentor (if applicable) as follows:

**DECLARATION**

**This Declaration is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing and sign only if you understand its terms.**

**Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, and Civil Partnership Act 2004**

I,

residing at

declare as follows:

I have granted or am about to grant a Standard Security in favour of HSBC UK Bank plc over the property known as and forming

(the **Property**).

The Property is neither a matrimonial home in relation to which a spouse of mine has occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, nor a family home in relation to which a civil partner of mine has occupancy rights under the Civil Partnership Act 2004.

Subscribed by .....  
Signature of Proprietor

at.....(place)

on.....(date) .....  
Signature of Witness

in the presence of:

Name:.....

Address:.....

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