

BETWEEN Mortgageor:

("you")

and HSBC UK Bank plc ("the Bank"), whose address for service for entry on the register is: 8 Cork Street, Mayfair, London, W1S 3LJ to secure the Debt of Borrower:

("Borrower", which shall additionally have the meaning set out in paragraph 3 of the Conditions)

WITNESSES that this Mortgage which incorporates the HSBC UK Bank plc Private Banking Mortgage Deed Conditions (2020 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and the other assets

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property; registered at H M Land Registry with title number: \_\_\_\_\_ ;
(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
(c) any shares or membership rights mentioned in paragraph 4 of the Conditions;
(d) any goodwill of any business from time to time carried on at the Property;
(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent, and whether now or in the future due, or becoming due, from the Borrower to the Bank.

This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (a) overdrafts, personal and other loans or facilities and further advances of money;
(b) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
(c) the Borrower's liabilities under any foreign exchange, currency option or other over the counter derivative transactions;
(d) discount, commission and other lawful charges and expenses;
(e) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
(f) any claim for damages or restitution;
(g) any claim as a result of any recovery by the Borrower of a payment, prepayment, repayment, redemption or defeasance or discharge of those liabilities or obligations on the grounds of preference or otherwise;
(h) money agreed to be paid by you under clause 26 of the Conditions;
(i) any amount due under paragraph 35 of the Conditions;

and any amounts which would be included in any of the above but for the discharge, non-provability, unenforceability or non-allowance of those amounts in any bankruptcy, insolvency or other proceedings.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

If there is more than one person named as Borrower, this Mortgage will secure the Debt of them together and each of them individually and all or any of them with any other person.

3. Restriction

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of HSBC UK Bank plc referred to in the Charges Register. "

IMPORTANT - PLEASE READ THE NOTES OVERLEAF AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgageor and is now delivered on the date mentioned above.

Signed as a deed

Signed as a deed

by the said

by the said

in the presence of:

in the presence of:

Full name of witness (Block letters)

Full name of witness (Block letters)

Signature of witness

Signature of witness

Address

Address

Occupation

Occupation

For and on behalf of HSBC UK Bank plc

\_\_\_\_\_

Checker's Initials

## LEGAL MORTGAGE

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### **IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE**

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the HSBC UK Bank plc Private Banking Mortgage Deed Conditions (2012 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC UK Bank plc official.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future debt, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities 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.
- The debts may also include any amounts owed under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC UK Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts of each of them on their own, as well as for the debts which each of them owe with any other person.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

**This Mortgage 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 Mortgage.**