

Deed Of Consent

Mortgage Account Number:	Date:
You (the Occupier): (insert full name)	
We/us (the Lender):	The Mortgage Lender Limited (or any person or company to whom we assign or transfer any of our rights under the Mortgage.)
The Borrower(s):	
The Property:	
Postcode:	

We propose to make a loan (the "Loan") to the Borrower on the security of a mortgage (the "Mortgage") over the property detailed above ("the Property") as security for any advances and other sums owed by the Borrower(s) to us. You will be occupying the Property and you have agreed to postpone any rights or interests in the Property which you may have or which you may acquire to our rights and interests under the Mortgage. You confirm that you do not have a tenancy on the Property.

1. You consent to us making the loan and to the creation and (if appropriate) the registration of the Mortgage (which secures all sums owed to the Lender at the time the Mortgage is made, and any sums owed to the Lender in the future by the Borrower(s), including any additional advances) and the agreements by you contained in this Deed;
2. You agree with us that any rights or interests you may have or which you may acquire after the date of this Deed (INCLUDING OVERRIDING INTERESTS OR OTHERWISE) in, over or to occupy the Property (WHETHER ARISING FROM AGREEMENT, STATUTE, COMMON LAW OR OTHERWISE) shall be postponed, released and made subject to our rights and interests under the Mortgage;
3. You agree that you will immediately vacate the Property and give up possession of the Property to us if we exercise our rights under the Mortgage;
4. You agree that we shall be entitled to exercise any remedies under the Mortgage, or under the general law, without reference to you and in all respects in priority to, and so as to override, any rights or interests which you may have in the Property or your right of occupation or right to share in the proceeds of sale of the Property;
5. You agree that none of the matters referred to above shall be affected in any way by any time or arrangement with the Borrower or by anything else whatever; and
6. You agree that we may from time to time assign, transfer, charge or otherwise dispose of our interest in the Mortgage without obtaining any further consent from you or from the Borrower or giving notice to you or to the Borrower and you acknowledge that the provisions of this deed shall be for the benefit of our successors, assignees and transferees or anyone deriving title through us.

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS DOCUMENT
YOU ARE ADVISED TO SEEK LEGAL ADVICE IF YOU HAVE ANY QUERIES ABOUT THE CONTENTS OR EFFECTS OF THIS DOCUMENT

By signing this deed, you confirm that this form has been explained and you understand that the lender has a right to remove you from the property should they exercise their right to possession under the legal mortgage. You have been advised of the right to obtain further independent legal advice.

This deed is separate from and is not limited by, any guarantee, mortgage or security which you or anyone else may already have given us or which may be given in the future.

Signed (as a deed) and delivered on the date stated above, by you in the presence of the following witness

Signed as a deed by you
Your Name

in the presence of
Witness name

Your signature

Witness signature

Witness full address & postcode (block capitals)
