

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

By signing this deed, you postpone any interest which you may have in the Property to the security for the Borrower’s liabilities to us.

The Property may be sold and your interest in any proceeds of sale applied in repayment of the Borrower’s liabilities to us.

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 solicitor or licensed conveyancer (as witness):

Signed as a deed by you
following solicitor or licensed

in the presence of the
conveyancer (as witness):

Your signature: _____

Signature of
solicitor or
licensed
conveyancer: _____

Your full name
in block capitals: _____

Full name of
solicitor or
licensed
conveyancer
in block capitals: _____

Certificate by solicitor or licensed conveyancer witnessing above deed

By signing this certificate, the undersigned (the legal adviser) certifies to us:

- that each person who has executed the above deed (other than the legal adviser) has either produced reliable evidence to the legal adviser which establishes such person's identity or otherwise is well known to the legal adviser;
- that the legal adviser has given such independent advice and taken such steps as the legal adviser considers appropriate so as to satisfy the legal adviser that each such person fully understands the nature, meaning and effect of the above deed and the consequences of entering into the above deed, and, in particular, how it affects the affected rights of such person in relation to the mortgage property and that such person has freely consented to and has entered into the above deed without influence or duress or in reliance upon any misrepresentation; and
- that such advice was given in the absence of any person who may exert duress or any other influence over each such person.

*Signature of
legal adviser:* _____
*Name of
legal adviser
in block
capitals:* _____
*Name of
legal
adviser's
firm:* _____

*Address of
legal
adviser's
firm:* _____

