

# To NORTHERN BANK LIMITED

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## MORTGAGE

Branch:	Ref:
Dated the _____ day of _____	

### DETAILS FOR REGISTERED LAND

Folio No(s):	County:
Registered Owner(s):	

THIS IS A MORTGAGE OF PROPERTY given on:

Date: \_\_\_\_\_

by me/us

Name(s) and address(es) of Mortgagor(s) \_\_\_\_\_

to you, Northern Bank Limited having your registered office at Donegall Square West, Belfast BT1 6JS in respect of the property described below:

## 1. Definitions and Interpretation

### 1.1 In this Mortgage:

**Act** means the Conveyancing and Law of Property Act 1881 (as amended by the Conveyancing Act 1911);

**Bank, We, us and our** means Northern Bank Limited (Registered in Northern Ireland. Registration number R568) and any person to whom all or any of our rights under this Mortgage are transferred and any of our successors or anyone that We may assign this mortgage to. Danske Bank is a trading name of Northern Bank Limited;

**Interest Rate** means the interest rate or rates payable by You on the Secured Amounts, being the rate or rates agreed between You and Us from time to time or, if no rate has been agreed in relation to any of the Secured Amounts, the rate which is two per cent per annum above the Danske Bank Reference Rate (UK) as published from time to time;

**Licence** means any licence granted in respect of the Mortgaged Property under the provisions of the Licensing (Northern Ireland) Order 1996

**Mortgaged Property** means:

- (a) the property described at the beginning of this Mortgage and whatever estate, interest, right or title which the Mortgagor may have in or to that property; and
- (b) all buildings and other things of whatever nature on, and intended to form part of, that property;

**Mortgagor, You and your** means each person named at the beginning of this Mortgage who or which executes this Mortgage as mortgagor, any other person whom or which executes this Mortgage as mortgagor and any party to whom any of the rights of such person under this Mortgage or to the Mortgaged Property or any part of it are transferred;

**Person** means an individual, firm or partnership, limited liability partnership, company, society or unincorporated association;

**Personal Goods** means all furniture, contents and other goods at the Mortgaged Property, except those which form part of the Mortgaged Property;

**Receiver** means any receiver or receiver and manager appointed by us under this Mortgage;

**Secured Amounts** means:

- (a) all sums and liabilities of whatever nature now or in the future due owing or incurred by You to us, in any way, whether alone or jointly with anyone else, including your liabilities as guarantor, and even if the liability may depend upon events which may or may not happen
- (b) interest at the Interest Rate on such sums and liabilities as may be due and/or owing to us under this mortgage as provided for by Clause 2.2
- (c) all reasonable legal and other costs, charges and expenses which We or any receiver may pay or incur directly in enforcing or trying to enforce payment under this Mortgage or which are recoverable from the Mortgaged Property or which are paid or incurred in relation to any other matters under this Mortgage; but Secured Amounts does not include any sums or liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 or a Regulated Mortgage Contract as defined by Article 61 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 unless specifically agreed between You and us.

**1.2** Words in the singular also include the plural. Words in the plural also include the singular.

**1.3** A reference to "he", "him" or "his" includes "she", "her" and "hers" and "it" and "its".

**1.4** Any reference to a statute or order shall include any statutory extension or modification or re enactment of such statute or order and any regulations or orders made under such statute or order.

## 2. Agreement to Pay

**2.1** You will make payment under this Mortgage of the Secured Amounts at the time or times agreed between You and us from time to time, or if no time has been agreed in relation to any of the Secured Amounts, You will make payment of them as soon as We demand.

**2.2** You will pay interest on any of the Secured Amounts which are due or owing at the Interest Rate including where a demand has been made upon You for payment by us or a court decree/judgment has been obtained. The interest will be calculated and compounded (so that interest will be charged on interest which has become due) at the time or times agreed between You and us from time to time or, if no time has been agreed in relation to any of the Secured Amounts, then on each of the quarterly dates in each year on which We usually charge and compound interest and as notified to You.

**2.3** We may debit any of your accounts with us with any sum payable by You to us under this Mortgage. We will not debit an account if it will cause that account to go overdrawn or to go more overdrawn.

## 3. Creation of Security

**3.1** As a continuing security for payment to us of the Secured Amounts, You as beneficial owner hereby:

- (a) charge so much of the Mortgaged Property as comprises registered land with the payment to us of the Secured Amounts;
- (b) demise unto us so much of the Mortgaged Property as comprises unregistered land of freehold tenure to hold the same unto us for a term of ten thousand years;
- (c) demise unto us so much of the Mortgaged Property as comprises unregistered land of leasehold tenure to hold the same unto us for the residue of the term(s) created by the lease(s) under which the same is held less the last ten days of such term(s);
- (d) assign to us so much of the Mortgaged Property as does not consist of land to hold the same unto us absolutely;
- (e) assign the Licence to us to hold the same unto us absolutely;

subject in each case to your right to have this Mortgage released under Clause 3.2 and to any prior mortgage(s) of the Mortgaged Property. Except for any prior mortgage(s) You are solely and beneficially interested in the Mortgaged Property.

The security created by this Mortgage will include your full interest in the Mortgaged Property and the proceeds of sale of the Mortgaged Property.

**3.2** Once all the Secured Amounts have been repaid or paid to us in full, We will at your request release the security created by this Mortgage. You will first pay our reasonable costs in connection with the release of this Mortgage.

**3.3** You acknowledge that You are our tenant(s) of the Mortgaged Property at an annual rent of five pence (if demanded). You agree that We may terminate that tenancy at any time after We make demand for payment of any of the Secured Amounts without notice to You and may enter the Mortgaged Property. However, neither the receipt of any such rent nor the tenancy shall make us liable to You or any other person as mortgagee in possession of the Mortgaged Property.

**3.4** Subject to your right to have this Mortgage released under Clause 3.2, You agree to hold the reversion immediately following expiry of the term(s) created by Clause 3.1, on trust for us and agree to sell, assign or otherwise dispose of the same as We may direct. We may at any time remove You or any other person as the trustee of the trust created by this clause and may appoint new trustees of that trust on such removal.

#### 4. Restrictions

**4.1** Unless our written consent has been obtained beforehand (which consent shall not be unreasonably withheld):

- (a) You will not sell, assign, lease, grant in fee farm, let, license, or otherwise dispose of or deal in any other way with, or part with possession of, any of the Mortgaged Property; and
- (b) You will not mortgage, charge or give any security over any of the Mortgaged Property and will not allow any such mortgage, charge or security to exist.

**4.2** You may on obtaining our written consent create or grant Leases for any term of years with or without taking a fine or premium and upon such terms and conditions as You think fit. Where the written consent of the Bank is required under this clause, such written consent must be evidenced by an endorsement on the deed signed by either a Solicitor, Manager, Director or the Secretary of the Bank for the time being. We shall not be required to join in any Lease created under this Clause.

#### 5. Further assurance

On being requested to do so by us, You will at your expense:

- (a) complete and register the security created by this Mortgage; and
- (b) take any steps without delay that We may reasonably think necessary to exercise or enforce any of the rights or remedies given to us and/or the Receiver under this Mortgage.

#### 6. Dealings with Personal Goods

**6.1** If We or a Receiver take possession of the Mortgaged Property, and ask You to remove any Personal Goods from the Mortgaged Property, and if such goods are not removed when You are asked to do so, We or the Receiver may remove, store or sell any Personal Goods.

**6.2** Neither We nor the Receiver will be liable for any loss or damage which You may suffer as a result of us removing, storing or selling any Personal Goods provided that We or the Receiver were acting in good faith.

**6.3** Upon receipt of a demand from us, You will:  
(a) reimburse us for any reasonable expense incurred directly by us or the Receiver in relation to the Personal Goods; and  
(b) pay interest on any expense incurred in (a) above at the Interest Rate from the date on which the expense was incurred.

**6.4** We or the Receiver will account to You for the proceeds of sale of any Personal Goods after deducting any such expenses incurred by them provided that it or he is satisfied that it or he will not be liable for any such expenses in the future.

**6.5** Nothing in this Mortgage will operate to transfer any right in any Personal Goods (save any that are part of the Mortgaged Property) to us or the Receiver.

#### 7. Our Powers etc

The Act sets out certain rules in relation to the enforcement of this security. It is typical for a mortgage lender to disapply some of those rules, and We do that as follows:

**7.1** Although We will have the power of sale given to mortgagees by the Act, We will not be subject to any of the restrictions in the Act which require the giving of notice before the power of sale is exercised.

**7.2** We may:

- (a) lease and make agreements for leases of the Mortgaged Property or any part of it in return for a capital payment, rent or otherwise; and
- (b) accept surrenders of leases and grant options of the Mortgaged Property or any part of it;

in each case without any restriction imposed by the Act and on such terms as We reasonably think fit.

**7.3** If the Mortgaged Property is held under a lease, We will be entitled to settle any claim by the landlord of that or any superior lease as We reasonably think fit. Any sum paid to settle any such claim will be repayable by You with interest in accordance with Clause 2.2 from the date of payment by us.

**7.4** The powers set out in Clauses 7.1, 7.2 and 7.3 will arise when We make demand for payment of any of the Secured Amounts and can be exercised at that time or at any time afterwards.

**7.5** We do not have to account to You for any loss or damage suffered by You as a result of our exercising any of our rights under this Mortgage where We are acting in good faith.

**7.6** We may exercise all our rights under this Mortgage even if You (being a natural person) die, have a bankruptcy order made against You or become incapable (because of mental disorder) of managing and administering your property and affairs, or if You (being a limited company) go into liquidation, or into administration, or an administrative receiver is appointed to You.

**7.7** The security created by this Mortgage will not be released or discharged by the occurrence of any of the following events:

- (a) if We give You or any other person time for payment;
- (b) if We make any payment arrangements with You or any other person;
- (c) if We release any person who has guaranteed or provided security for the Secured Amounts; or
- (d) by any other matter or thing irrespective of when it happens (apart from an express release or discharge of the Mortgage duly signed by or on our behalf).

**7.8** All moneys received by us from You or any other person liable to pay any of the Secured Amounts may be applied by us to any account or transaction to which such moneys may be applicable.

**7.9** Section 17 of the Act will not apply to this Mortgage. Therefore, unless We otherwise agree, You will not be allowed:

- (a) to repay the Secured Amounts unless at the same time You repay the amount secured by every other mortgage (irrespective of when it was given by You) held by us over any of your other property;
- (b) to repay the amount secured by any other such mortgage unless at the same time You repay the Secured Amounts.

**7.10** If there is/are any prior mortgage(s) affecting the Mortgaged Property:

- (a) any sale of the Mortgaged Property by us or any Receiver may be made subject to or discharged from any such prior mortgage(s) and We or the Receiver may take any indemnity from the buyer. We or the Receiver may settle and agree the accounts of any person who has the benefit of any such prior mortgage(s). Any account so settled and agreed will bind You provided that We or the Receiver were acting in good faith; and
- (b) if any person who has the benefit of any such prior mortgage(s) enforces or takes any step to enforce his or its security, We or the Receiver may do whatever We or the Receiver thinks is necessary in order to take a transfer of such prior mortgage(s). You shall repay or pay to us any sum paid by us or the Receiver to the person who has the benefit of the prior mortgage(s) for such transfer and any reasonable costs incurred directly by us or the Receiver in connection with such transfer together with interest at the Interest Rate from the date that the sum was paid or the costs were incurred.

**7.11** Any purchaser of any of the Mortgaged Property or any other person dealing with us may assume that any demand upon You for payment of any of the Secured Amounts has been properly made.

## **8. Appointment and powers of a Receiver**

**8.1** We may in writing under the Bank's Common Seal; or in writing under the hand of any Director or Manager of the Bank; or by an instrument in writing signed on behalf of the Bank, appoint any person to be a Receiver of the Mortgaged Property or any part of it (including a receiver of rents) at any time after We have demanded payment of any of the Secured Amounts or You have requested us to appoint a Receiver.

**8.2** We may remove any Receiver and appoint another or others in his place. We may also appoint a Receiver in place of a Receiver who has resigned.

**8.3** A Receiver may do (or choose not to do) anything in respect of the Mortgaged Property or Personal Goods which You can legally do. A Receiver will act in your name, unless he chooses to act in his own name. A Receiver may exercise any of his powers under insolvency laws over the Mortgaged Property and/or Personal Goods as if he were an administrative receiver and as if the Borrower were You. In addition, a Receiver may:

- (a) take possession of, deal with and manage the Mortgaged Property and/or the Personal Goods;
- (b) carry on any business at any time carried on by You at the Mortgaged Property;
- (c) raise or borrow any money from us or, with the our prior written consent, from any other person, whether on the security of a mortgage or charge on all or any part of the Mortgaged Property or not, and such money will form part of the Secured Amounts;
- (d) sell or agree to sell and let or agree to let and surrender or agree to surrender and accept surrenders of leases or tenancies of all or any part of the Mortgaged Property on such terms as the Receiver reasonably thinks fit;
- (e) carry any sale, lease, tenancy or surrender of the Mortgaged Property into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in your name and on your behalf;
- (f) take any proceedings in relation to the Mortgaged Property or the Personal Goods, including proceedings for rent in arrears at the date of his appointment;
- (g) enter into any agreement or make any arrangement or compromise in respect of the Mortgaged Property or the Personal Goods;
- (h) operate any rent review clause in respect of the Mortgaged Property or grant or apply for any new or extended tenancy;
- (i) exercise on the Mortgagor's behalf, all or any of the powers and rights given to a landlord or tenant by the Business Tenancies (Northern Ireland) Order 1996 (to the extent, if any, that it applies), the Rent (Northern Ireland) Order 1978 or any other legislation from time to time in force relating to rent in connection with the Mortgaged Property;
- (j) exercise all or any of the powers conferred by Clause 6;
- (k) insure the Mortgaged Property and (if the Receiver reasonably thinks fit) the Personal Goods;
- (l) apply for any appropriate licence (or any renewal thereof), permit or approval in relation to the use or development of the Mortgaged Property;
- (m) develop, build or complete any building on the Mortgaged Property and carry out any repairs, structural alterations and improvements to the buildings on the Mortgaged Property;

- (n) do whatever the Receiver reasonably thinks may increase the market value of the Mortgaged Property;
- (o) do all such other things as the Receiver from time to time considers to be incidental to his powers or which may usefully be done in exercising those powers;
- (p) appoint and remove managers, agents, officers and employees for any of these purposes and/or to guard the Mortgaged Property, on such terms as the Receiver reasonably thinks fit: and
- (q) cause You to grant such powers of attorney or appointments for any of these purposes as the Receiver from time to time reasonably thinks fit.

**8.4** All money received by a Receiver will be applied (unless We otherwise agree and subject to the rights of the holders of any prior mortgage(s) of the Mortgaged Property) in the following order:

- (a) in payment of the Receiver's fees and expenses;
- (b) if the Receiver thinks fit, in payment of all or any of the following (but the Receiver shall not be required to make these payments):
  - (i) any outgoings affecting the Mortgaged Property;
  - (ii) any interest under any prior mortgage of the Mortgaged Property;
  - (iii) any insurance premiums affecting the Mortgaged Property and/or the Personal Goods;
  - (iv) the cost of any repairs of the Mortgaged Property;
  - (v) any interest under this Mortgage;
- (c) in payment towards satisfaction of the rest of the Secured Amounts; and
- (d) any surplus will be applied in payment to the Mortgagor or to anyone else who is entitled to it.

Section 24(8) of the Act will not apply.

**8.5** A Receiver will be your agent. You alone will be responsible for him and liable on any contracts or agreements made by him. We will not be responsible or liable in any way for any misconduct or negligence of the Receiver.

**8.6** We shall have the right to agree with the Receiver the basis upon which the Receiver's fees are charged and their amount. Such fees will be reasonable and proportionate and will be payable by You and form part of the Secured Amounts.

**8.7** If We appoint more than one Receiver, the powers of the Receiver will be exercisable by any one or more of such Receivers.

**8.8** You will compensate the Receiver for all actions, expenses, demands and liabilities incurred by the Receiver or his managers, agents, officers and employees in carrying out his powers under this Mortgage, irrespective of how or when they arise, other than where misconduct, fraud or negligence can be shown.

## 9 Your Covenants

**9.1** You agree to keep the Mortgaged Property in a good state of repair. If You do not do so, We may carry out the repairs ourselves.

**9.2** You agree to:

- (a) keep the Mortgaged Property insured for fire and other physical damage to its full reinstatement value (unless agreed otherwise in writing by us) under a policy and with an insurer which is duly authorised and regulated to provide general insurance contracts in the country where the Mortgaged Property is situated. You agree that the policy of insurance will be held for the benefit of the Bank with the Bank's interest endorsed on it
- (b) deposit the policy with us if We request

You to do so (unless the policy is (i) deposited with the

holder of any prior mortgage of the Mortgaged Property or (ii) was taken out by the landlord of the Mortgaged Property or any landlord under any superior lease or (iii) relates to other freehold or leasehold properties as well as the Mortgaged Property);

- (c) pay all sums due under the policy and if We request You to do so, promptly produce receipts for those payments to us;
- (d) ensure that the policy remains valid and that no other policy of insurance is taken out in relation to the Mortgaged Property unless We otherwise agree in writing; and
- (e) hold any money receivable under any insurance policies relating to the Mortgaged Property in trust for us, and apply such money as reasonably directed by us. We may apply such money to make good the loss or damage for which such money is received or to discharge the Secured Amounts.

**9.3** You will keep any agricultural land which forms part of the Mortgaged Property properly cultivated and managed.

**9.4** You will:

- (a) comply with all planning laws affecting the Mortgaged Property;
- (b) comply with all notices, orders and directions given by any planning or other public authority in connection with the Mortgaged Property;
- (c) at all times comply with the provisions of the Licence and the requirements of the Licensing (Northern Ireland) Order 1996 (and any other legislation from time to time in force relating to licensing in connection with the Mortgaged Property) and will not do anything which might cause the Licence to be suspended or not renewed;
- (d) take all necessary steps from time to time to renew the Licence whenever it falls due for renewal;
- (e) on demand by us produce or deliver to us the Licence and all renewals thereof; and
- (f) if We realise this security, procure at your expense that the Licence is transferred to us or to whom We may direct that it be transferred.

**9.5** Unless You obtain our written consent first, You will not:

- (a) carry out, or allow to be carried out, on the Mortgaged Property any development as defined in the Planning Act (Northern Ireland) 2011;
- (b) change, or allow to be changed, the use of the Mortgaged Property so that its value decreases; or
- (c) make, or allow to be made, any material alteration or addition to the Mortgaged Property so that its value decreases.

**9.6** Unless You obtain our written consent first, You will not:

- (a) demolish or remove any buildings on the Mortgaged Property; or
- (b) remove any other thing of whatever nature on, and intended to form part of, the Mortgaged Property except to replace it with something similar of the same or a greater value.

**9.7** You will comply with all of your obligations under any lease under which the Mortgaged Property or any part of the Mortgaged Property is held. You will at our request produce receipts for any payments due under such lease.

**9.8** Where the Mortgaged Property is held under a lease, You shall:

- (a) notify us before exercising (whether individually or together with others) any right to buy the freehold or obtain a further lease of the Mortgaged Property, and supply to us such information (including a copy of any scheme deed) as it may reasonably require in relation to the exercise of such right;
- (b) not agree the terms of any new lease of the Mortgaged Property or any rent payable under the lease or on or following a review, unless You obtain our written consent first; and
- (c) if the freehold or superior leasehold interest in the Mortgaged Property is transferred to someone else on your behalf, immediately supply us with particulars of that person.

**9.9** Where any part of the Mortgaged Property is or becomes subject to any tenancy, You shall:

- (a) immediately notify us if any notice is received from any tenant of the Mortgaged Property connected with the tenant's right to buy the freehold or to be granted a further lease of the Mortgaged Property, and provide us with copies of any related documents received by you; and
- (b) not (unless You obtain our written consent first) take any steps in relation to the tenant's rights as set out in clause 9.9(a).

**9.10** You will pay when due all rents, rates, taxes and outgoings of any nature payable in connection with the Mortgaged Property or its owner or occupier.

**9.11** If this Mortgage ranks after any prior mortgage(s) of the Mortgaged Property, You will pay all sums when due and comply with all of your obligations under such prior mortgage(s). Unless You obtain our written consent first, You will not increase the principal amount secured by the prior mortgage(s) in priority to this Mortgage.

**9.12** You will comply with all restrictive and other covenants and all environmental laws affecting the Mortgaged Property.

**9.13** You will make sure that no other person becomes entitled to claim any interest in the Mortgaged Property, unless they obtain our written consent first.

**9.14** If We give You at least 48 hours advance notice, you will allow us (or any person authorised by us) full access to the Mortgaged Property at reasonable times:

- (a) to inspect the Mortgaged Property;
- (b) to carry out repairs to the Mortgaged Property;
- (c) to carry out a valuation survey of the Mortgaged Property; and
- (d) for all other purposes connected with this Mortgage. If We enter the Mortgaged Property in accordance with this Clause, We will not be treated as being in

possession of the Mortgaged Property or any part of it (except to the extent that We are in actual physical possession).

**9.15** If You do not carry out any of your obligations under this Mortgage, We may do whatever We reasonably think is necessary to carry out that obligation. Any reasonable amount paid by us under this Clause will be repaid by You as soon as We demand it and will bear interest at the Interest Rate from the time of payment by us to the time of repayment and the interest will be calculated and compounded as provided for in Clause 2.2. Such amount and interest will form part of the Secured Amounts and will be secured by this Mortgage.

**9.16** We may make payment to the landlord under any lease under which the Mortgaged Property or any part of the Mortgaged Property is held (or under any superior lease) in settlement of any rent or other outgoings due under the lease. We may also make any payment to the landlord in settlement of any claim made by the landlord for any rent or other outgoings alleged to be due under the lease even if not actually due provided that We make the payment in good faith for the purpose of protecting our rights under this Mortgage. In either case the amount paid will be recoverable by us together with interest as provided for in clause 9.15.

**9.17** Subject to the rights of the holder(s) of any prior mortgage(s) of the Mortgaged Property, You agree to hold any money receivable by You arising from any claim under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of the Mortgaged Property on trust for us and to apply any such money as directed by us. We may apply such money to make good the damage for which such money is received or to discharge the Secured Amounts.

## **10. Power of Attorney**

You irrevocably appoint us, the Receiver and any person appointed in writing by any of our managers or officials jointly and individually to be your attorney so that all or any one or more of them can, on your behalf, sign, seal and deliver any deeds or documents and do whatever We think is necessary to:

- (a) complete or register the security given by You under this Mortgage, and
- (b) exercise or enforce any of the rights or remedies given to us and/or the Receiver under this Mortgage.
- (c) convey or assign to any purchaser of the Mortgaged Property the reversion expectant on the determination of any term of years created by this Mortgage
- (d) procure the transfer of the Licence to us or to whom We may direct that it may be transferred

## **11. Currency**

**11.1** We may convert any monies received or recovered under this Mortgage from their existing currency into the currency of any of the Secured Amounts.

**11.2** Any conversion made under this Clause will be effected at the Danske Bank Exchange Rate (UK) for the relevant currency.

## 12. Setoff and Consolidation

**12.1** As well as any right of set off or other similar right to which We are entitled, We may at any time and without first giving You notice:

- (a) combine and consolidate all or any of your accounts; and
- (b) set off any moneys at any time held on any of your accounts and in any currency against all or any of the Secured Amounts.

We will not do this if it will cause the account to go overdrawn or to go more overdrawn.

**12.2** Before doing this, We may carry out currency conversions in accordance with Clause 11.

## 13. Costs and Expenses

**13.1** You will pay to us or the Receiver on demand all reasonable legal and other costs, charges, expenses and other sums whenever directly incurred by or on behalf of us or the Receiver in relation to this Mortgage or the Secured Amounts, or any other security held by us in connection with the Secured Amounts.

**13.2** Unless otherwise specifically agreed, these will include all reasonable costs charges and expenses directly incurred in connection with:

- (a) the negotiation, preparation, execution and registration of this Mortgage or anything done to secure or to preserve your or our title to any of the Mortgaged Property;
- (b) any proceedings by or against any third party relating to the Mortgaged Property or to this Mortgage in order to protect realise or enforce the security created by this Mortgage;
- (c) any proceedings by us under this Mortgage for the recovery of the Secured Amounts;
- (d) all liabilities directly incurred by us or the Receiver in exercising any of the powers given to them under this Mortgage; and
- (e) all of our liabilities and that of the Receiver relating directly to the Mortgaged Property or relating to the repayment of the Secured Amounts.

## 14. Assignment

**14.1** We may transfer or assign all or any of our rights under this Mortgage. Any of our successors or assignees will be entitled to the full benefit of this Mortgage. Any such transfer or assignment will not reduce your rights or obligations under this Mortgage.

**14.2** This Mortgage will remain enforceable valid and binding for all purposes even if we are subject to a reconstruction, reorganisation, change in our constitution or absorption in or amalgamation with any other person or the acquisition of all or part of our undertaking by any other person.

## 15. Miscellaneous

**15.1** This Mortgage will be a continuing security and will not be satisfied or affected by any intermediate payment of all or part of the Secured Amounts.

**15.2** This Mortgage will be in addition to and will not be affected in any way by any other security, guarantee or right

which We may at any time hold in relation to the Secured Amounts. This Mortgage will not affect in any way any other security, guarantee or right which We may at any time hold in relation to the Secured Amounts.

**15.3** The powers conferred by this Mortgage on us and/or the Receiver shall be in addition to all powers given to us or them by law.

**15.4** Even if We delay in exercising or do not exercise any of our rights or remedies under this Mortgage We can still exercise that right or remedy later.

## 16. Partial Invalidity

Each provision in this Mortgage can be separated from each other provision. If at any time any provision of this Mortgage becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.

## 17. Notices and Demands

**17.1** Any notice or demand by us under this Mortgage may be signed by any of our managers or officials. It will be treated as having been received by you:

- (a) if delivered by hand or if sent by prepaid letter to the your address (as stated above or as otherwise notified to us in writing from time to time) or to your registered office or at your latest address known to us; or
- (b) if sent by fax to the last known fax number that we hold for you on our records.

**17.2** A notice or demand will be treated as having been effectively served on you:

- (a) if delivered by hand, at the time of being left at the address referred to in Clause 17.1(a);
- (b) if sent by first class prepaid letter to an address in the United Kingdom, at the earlier of the time of delivery or 10.00 am on the day after posting;
- (c) if sent by fax, at the time of transmission; or
- (d) in any other case, 72 hours from the time of despatch.

**17.3** Any notice by you should be in writing and state your Mortgage Account Number and the Property address. Any such notice may be delivered to us by post sent to our Head Office address at Donegall Square West, Belfast BT1 6JS and addressed to the Company Secretary. Any such notice will be deemed to have been received by us at the time of actual receipt.

## 18. No Waiver

No failure or delay by us in exercising any right or remedy in connection with this Mortgage will operate as a waiver of that right or remedy. No part waiver of any such right or remedy will prevent the further exercise of that right or remedy or the exercise of any other right or remedy.

## 19. Indulgence

We can release anyone who is not a party to this Mortgage, or enter into any other arrangement with him, without affecting this Mortgage or your obligations under it. This applies even if that person is jointly liable with the You to repay or pay the Secured Amounts to us.

## 20. More than one person as mortgagor

If two or more persons or companies execute this Mortgage:

- (a) each person executing this Mortgage will be liable individually and jointly for all of the obligations under this Mortgage;
- (b) You will be bound by this Mortgage from the time that it is executed by You, even if some other person:
  - (i) was supposed to execute the Mortgage, but did not do so (even if that person was named as a signatory);
  - (ii) was supposed to become a guarantor for the Secured Amounts or provide security for the Secured Amounts, but did not do so; or
  - (iii) did execute the Mortgage or any other guarantee or security for the Secured Amounts but for any reason was not bound by it;
- (c) We can release any person who has executed this Mortgage from that person's obligations under it or enter into any other arrangement with that person, without affecting the obligations of the other persons executing it.
- (d) where any of the Secured Amounts is owed by any one or more of the persons executing this Mortgage but not by all of those persons such Secured Amount shall not be secured by the interest in the Mortgaged Property of a person who does not owe that Secured Amount unless We have obtained the consent of that person to that Secured Amount being thus secured, but the interests in the Mortgaged Property of those of the persons executing this Mortgage and who owe such Secured Amount will be security therefor.

## 21. Law

This Mortgage is governed by the law of Northern Ireland.



The Mortgagor has executed this Mortgage as a Deed on the date of this Mortgage.

**IMPORTANT**  
**YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS LEGAL DOCUMENT**

SIGNED SEALED AND DELIVERED



by \_\_\_\_\_

in the presence of: \_\_\_\_\_

SIGNED SEALED AND DELIVERED



by \_\_\_\_\_

in the presence of: \_\_\_\_\_

**FORM OF RELEASE FOR UNREGISTERED LAND**

**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_

Between the within mentioned Northern Bank Limited (therein and hereinafter called "the Bank") of the one part and the within mentioned \_\_\_\_\_ (therein and hereinafter called "the Mortgagor") of the other part

**WHEREAS** the Mortgagor has requested the Bank to surrender and release the within written Mortgage dated \_\_\_\_\_ (registered in the Registry of Deeds, Belfast on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Serial No. \_\_\_\_\_) which the Bank has agreed to do **NOW THIS INDENTURE WITNESSETH** that in consideration of the said agreement and of the premises the Bank as Mortgagee doth hereby assign surrender and release unto the Mortgagor the premises comprised in the within written Mortgage to the intent that the term of years thereby created may merge in the reversionary estate of the Mortgagor expectant thereon and become extinguished and that the said premises may henceforth be held by the Mortgagor freed and discharged from all monies now or at any time heretofore owing on the security of and from all charges claims and demands whatsoever under or by virtue of the within written Indenture.

**IN WITNESS** whereof this Deed has been duly executed on behalf of Northern Bank Limited by its duly authorised Attorney the day and year first herein Written.

Signed Sealed and Delivered by \_\_\_\_\_ as the Attorney for and on behalf of Northern Bank Limited under Power of Attorney dated \_\_\_\_\_, which has not been revoked, in the presence of

both Bank Officials of Northern Bank Limited  
Donegall Square West, Belfast

FORM OF RELEASE FOR REGISTERED LAND

FOLIO NO(S)

County: \_\_\_\_\_

Registered Owner: \_\_\_\_\_

REGISTERED OWNER OF CHARGE: Northern Bank Limited.

Northern Bank Limited the above named registered owner of a Charge registered as a burden on the lands comprised in the above mentioned folio(s) hereby releases from the said Charge the said lands.

This release is made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

IN WITNESS whereof this Deed has been duly executed on behalf of Northern Bank Limited by its duly authorised Attorney the day and year first herein Written.

Correct as at 07/2020

28200UK

Danske Bank is a trading name of Northern Bank Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registered in Northern Ireland R568  
Registered Office: Donegall Square West,  
Belfast BT1 6JS. Northern Bank Limited is  
a member of the Danske Bank Group.