

## Mortgage Deed

This is an important legal document. We recommend that you take independent legal advice before signing. If the secured amount is not repaid you may lose the mortgaged property.

Date	
Borrower	<p>means: [name] of [address]</p> <p>This includes the <b>borrower's</b> personal representatives and anyone who takes over the legal rights and duties of the <b>borrower</b> under the <b>agreement</b>. If there is more than one <b>borrower</b>, the term "borrower" means any or all of them.</p> <p>Each <b>borrower</b> is responsible for the entire agreement as individuals and also responsible jointly.</p>
Mortgage account number	
We or Us or Lender	<p>means Bluestone Mortgages Limited incorporated in England and Wales with company number 02305213 and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS and any person to whom the <b>lender</b> transfers its rights in accordance with the <b>conditions</b>.</p>
Property	<p>means the [tenure] <b>property</b> shown as [DESCRIPTION] registered at the Land Registry with the title number shown below.</p>
Title Number	
Conditions	<p>means the Bluestone Mortgages General Mortgage Conditions 2023 (England &amp; Wales) and any variation of them.</p>
Secured Amount	<p>Means the <b>borrower's</b> obligations shown in conditions 1 (What, when and how you will repay your mortgage), 2 (the interest we charge) and 3 (our costs and charges) of the <b>conditions</b> and includes:</p> <ul style="list-style-type: none"> <li>a) the amount the <b>lender</b> has lent to you;</li> <li>b) any further amount <b>we</b> lend you, if it is expressed to be secured by this <b>mortgage</b> deed;</li> <li>c) any <b>costs and charges</b> payable to the <b>lender</b>;</li> <li>d) any tax or <b>interest</b> payable by the <b>borrower</b>, and</li> <li>e) any other amount payable to the <b>lender</b> under the <b>agreement</b> (including, by way of example, the amounts due in respect of insurance premiums to be paid pursuant to condition 6.4.)</li> </ul>

1. This mortgage deed incorporates the **mortgage offer** and the **conditions**, and the borrower acknowledges receipt and confirms acceptance of the **mortgage offer** and **conditions**. All terms and phrases shown in bold type have the meaning given to them in the **conditions**, unless they are explained differently in this mortgage deed

2. As continuing security for the payment of the **secured amount** the **borrower** charges, with full title guarantee and by way of legal mortgage:
  - 2.1 The **property**;
  - 2.2 any money or right the **borrower** has or receives in respect of the **property**;
  - 2.3 any rights the **borrower** has in respect of the **property** or against any person which relates to the **property**;
  - 2.4 any rights the **borrower** has under any insurance held in respect of the **property**; and
  - 2.5 any addition or alteration relating to the **property** and any rights which the **borrower** acquires in respect of the **property** over time.
3. The **borrower** assigns to the **lender** all money it may receive from the **property** and any claims and rights, now or in the future, connected to its the ownership of the **property** including any rents and the benefit of any agreements, guarantees or indemnities, any membership rights, any right to compensation payable, and the right to any insurance proceeds payable in respect of damage to or destruction of the **property**.
4. The **borrower** agrees to observe the **conditions** and the **mortgage offer**.
5. This **mortgage deed** secures **further loans** but the **lender** is not obliged to make any.
6. The **borrower** and the **lender** apply to the Chief Land Registrar to enter a restriction that in the proprietorship register forming part of the title to the property that “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 Bluestone Mortgages Limited referred to in the Charges Register”.
7. This mortgage deed will take effect as a deed and is governed by English law.

**I understand the liabilities and obligations in this mortgage deed, the conditions and the offer.**

Signed as a deed by the **borrower(s)** in the presence of the witness(es) named below (who must be at least 18 years old and not a spouse, civil partner, relative or co-habitee of the **borrower(s)** or the occupier(s) of the **property**)

Signature of borrower	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of borrower	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of <b>borrower</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Signature of <b>borrower</b>	
Signature of witness	
Full name of witness (in capitals)	
Address of witness	

Get in touch if you need this document in Braille, large print or audio tape.

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Bluestone Mortgages is authorised and regulated by the Financial Conduct Authority. Registered in England and Wales No. 02305213. Registered office address: 3rd Floor, 22 Chancery Lane, London WC2A 1LS.

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