

## Occupier's Agreement To Mortgage Deed

To be signed by any person (other than the borrower or a joint borrower) who has or may acquire a share in or a right to occupy the property.

The Occupier:	
The Property:	
Title No. (if registered):	
The Borrower: The Guarantor (if any):	
The Advance: £	(in stages if applicable)
Enter the full advance amount, including any added fees. (Check to KFI-Offer section 6)	
The Society:	Hinckley & Rugby Building Society

I, the Occupier, being a person who is in or may go into occupation of the Property.

- (1) CONSENT to the creation by the Borrower in favour of the Society of security for the Advance and such further advances by way of Mortgage of the Property.
- (2) AGREE AND UNDERTAKE that such rights (if any) as I may have or acquire, to include any rights I may have as a beneficiary under a trust to share in or occupy the Property, shall be postponed and subject to the rights interest and remedies of the Society as Mortgagee and that any such estate right or interest I have or may have in the Property shall be charged to the Society as continuing security for the total debt.
- (3) UNDERTAKE that if the Advance is made I will not assert or maintain against the Society as Mortgagee of the Property any right interest or claim in equity or by way or overriding interest or otherwise.
- (4) CONFIRM that I am not paying rent to the Borrower or to any other person or persons on the borrower's behalf under the Rent Act 1977.
- (5) AGREE that I shall immediately vacate the Property and give up possession of it to the Society on the exercise by the Society of its rights under its Charge.
- (6) CONFIRM that the effect of the form of Agreement and Undertaking has been explained and that I have been advised to take independent legal advice on its effect.
- (7) DATA PROTECTION I consent to the information on this form being held and disclosed by the Society for the purposes of administering the loan and after redemption for record purposes and to provide information to any second mortgagees.

This agreement and undertaking is intended to have binding legal effect between myself and the Society as mortgagee to postpone any interest in the Property so that it ranks after this advance and will give the Society the ability to take possession of the Property on any default by the borrower free of any interest I may have. It is not intended to have any legal effect between me and any other person.

**Please turn overleaf - all occupiers are required to sign and date and to have signatures witnessed (please note this cannot be a member of the family).**

**Before signing this form you must obtain advice from your own solicitor if you are not sure of it's effect.**

**Occupier One**

Dated the ..... day of .....

Signed as a Deed by the Occupier .....  
in the presence of an independent witness (not being a member of the family)

Signature of witness .....

Address .....

**Occupier Two**

Dated the ..... day of .....

Signed as a Deed by the Occupier .....  
in the presence of an independent witness (not being a member of the family)

Signature of witness .....

Address .....

**Occupier Three**

Dated the ..... day of .....

Signed as a Deed by the Occupier .....  
in the presence of an independent witness (not being a member of the family)

Signature of witness .....

Address .....

**Occupier Four**

Dated the ..... day of .....

Signed as a Deed by the Occupier .....  
in the presence of an independent witness (not being a member of the family)

Signature of witness .....

Address .....