

Deed of Postponement

The schedule

H.M Land Registry	
County and District (or London Borough)	Title Number
Property	

Mortgage Account No.

Date
Parties
The Borrower:
The Guarantor:
The Second Mortgagee:
The Society: Hinckley & Rugby Building Society Principal Office: Upper Bond Street, Hinckley, Leicestershire, LE10 1DG
Definitions
The Property:
The First Mortgage: A Mortgage Deed or Charge dated made between the Borrower and the Society as amended by any Further Charge or Charges and a Further Charge or Charges dated made between the same parties.
The Second Mortgage: A Mortgage Deed or Charge made the between the Borrower and the Second Mortgagee or their or its predecessor in title (if any).
The Further Advance: £
The Moneys secured by the First Mortgage: The amount owing by the Borrower to the Society, under the First Mortgage and the Further Advance, together with all interest payable under the First Mortgage and Further Advance, all capitalised arrears of interest, insurance premiums, fees, charges, costs and expenses.

The Deed of Postponement made on the date and between the Parties stated in the schedule overleaf witnesses as follows:

1. THIS deed incorporates the Definitions in the Schedule overleaf.
2. PRIOR to the Society making the Further Advance to the Borrower upon the security of the First Mortgage of the Property the Parties hereto agreed to execute this deed for the purpose of securing to the Society the priority for the Further Advance which the Second Mortgagee had immediately prior to the date hereof.
3. PURSUANT to the said agreement the Second Mortgagee hereby agrees and declares that the Second Mortgage shall be postponed to the Further Advance and that the Further Advance accordingly has priority over the Second Mortgage.
4. THE Parties hereto agree that nothing herein contained shall, between the Borrower and the Second Mortgagee, affect or prejudice any of the rights or remedies of the Second Mortgagee under the Second Mortgage, which shall remain in full force subject only to the priority thereover of the First Mortgage and the Further Advance. The postponement of the security of the Second Mortgage shall be deemed to relate only to the Moneys Secured by the First Mortgage and shall not be deemed to confer on the Society any like right priority over the Second Mortgage in respect of any further moneys advanced by the Society to the Borrower.
5. IF the Property is registered land the Parties hereby apply to the Chief Land Registrar to note on the Charges Register of the title above mentioned the postponement hereby effected.

Signed as a Deed by the Borrower in the presence of the Witness

Signature of Borrower	Signature, name, address and occupation of the witness
Signature of Guarantor	

(Before signing this Deed independent legal advice must be sought.)

* THE COMMON SEAL of the Second Mortgagee was hereunto)
 affixed in the presence of)

)
 Signed as a Deed by)

+ Attorney of the Second Mortgagee in the presence of:-)

The seal of Hinckley & Rugby Building Society was hereunto)
 affixed by order by the Board of Directors in the presence of:-)

* Delete if not applicable
 + A certified copy of the Power of Attorney must be attached to this deed.