

# Mortgage Deed – Individual

<b>Date:</b>	
<b>Mortgage account number:</b>	
<b>Application number:</b>	

<b>Defined terms</b>	<b>Meaning</b>
<b>Lender, we, us or our:</b>	Better HomeOwnership, which is a trading name of Gemini Consultants Limited (registered in England and Wales with company registration number 02088382) with its registered office at AW House, 6-8 Stuart Street, Luton, England, LU1 2SJ, authorised and regulated by the Financial Conduct Authority with registration number 311479.  It also means any person who we transfer any of our rights in your agreement to.
<b>Borrower, you or your:</b>	[ <b>NAME(S)</b> ]  It also means your personal representatives and anyone who takes over their legal rights and duties under the agreement.  If there is more than one of 'you', 'you' or 'your' means all or any of you. You're each responsible for the entire mortgage as individuals and also responsible jointly.
<b>The Mortgage Conditions:</b>	Better HomeOwnership Mortgage Conditions 2024 (England and Wales) and any lawful variation to the Mortgage Conditions.
<b>The Property:</b>	The freehold/leasehold property known as [ADDRESS] [ADDRESS] [ADDRESS] [ADDRESS] registered at the Land Registry with the title number shown below:  <b>Title No.:</b> [TITLE]

1. This Mortgage Deed incorporates the Mortgage Conditions, a copy of which the Borrower has received. Any words defined in the Mortgage Conditions shall have the same meaning in this Mortgage Deed, unless a different meaning is given to them in this Mortgage Deed.
2. The Borrower as legal owner with full title guarantee hereby (to the intent that the security so constituted shall be a continuing security) charges in favour of the Lender as security for the payment and discharge of the Borrower's payment and other obligations under the agreement (as defined in the Mortgage Conditions) and any other agreement in place between the Borrower and the Lender from time to time:
  - a. by way of first legal mortgage the Property;
  - b. by way of first fixed charge all proceeds of any insurances effected in respect of the Property;
  - c. by way of assignment all the Borrower's rights, title and interest in (i) the benefit of all guarantees, warranties and representations given or made now or hereafter by and any rights or remedies against all or any of the

designers, builders, contractors, professional advisors, sub-contractors, manufacturers, suppliers and installers of any fixtures in each case so far as the same relate to the Property and (ii) any other rights arising from the Property (including any rights to statutory compensation) not otherwise charged under this Mortgage Deed, (and in each case to be re-assigned to the Borrower when the secured liabilities (as defined in the Mortgage Conditions) are discharged in full);

- d. any shares or other membership rights in any management company or residents' association held by virtue of the Borrower owning the Property; and
- e. by way of assignment the benefit of the landlord to and in any leases of the Property and the rents due under such leases.

3. This Mortgage Deed secures further advances.

4. The Borrower applies to the Chief Land Registrar for the entry of a restriction on the title to the Property as follows: "no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ DATE ] in favour of Gemini Consultants Limited referred to in the Charges Register".

**EXECUTED AS A DEED** by the **Borrower** in the presence of the witness.

<b>Borrower name (in BLOCK CAPITALS)</b>	
<b>Borrower signature:</b>	
<b>In the presence of:</b>	
<b>Witness name (in BLOCK CAPITALS):</b>	
<b>Witness address:</b>	
<b>Witness signature:</b>	

Countersigned by the Lender

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For and on behalf of Gemini Consultants Limited