

# To NORTHERN BANK LIMITED MORTGAGE

## IMPORTANT

YOU SHOULD ONLY SIGN THIS DOCUMENT WHEN YOU FULLY UNDERSTAND THE CONSEQUENCES OF DOING THIS. WE STRONGLY RECOMMEND THAT YOU CONSULT A SOLICITOR BEFORE SIGNING THIS LEGAL DOCUMENT.

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:

--

## Definitions

<b>You</b>	The Mortgagor(s) named on the front page of this Mortgage Deed.
<b>We, Us and Our</b>	Northern Bank Limited and its successors, transferees and assigns.
<b>Property</b>	The property described on the front page of this Mortgage Deed.
<b>Mortgage Conditions</b>	The Danske Bank Home Loan General Offer Conditions 2025 and any variation or extension of those Mortgage Conditions.
<b>Secured Amounts</b>	All of the following: (a) the mortgage debt, as defined in the Mortgage Conditions; and (b) all monies at any time payable or to become payable by you to us on any account whatsoever and with the performance of all other obligations at any time owed by you to us. However, these monies will not include any sums and liabilities arising under a regulated credit agreement (as that term is defined in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

1. This Mortgage Deed incorporates the mortgage offer and the Mortgage Conditions. You acknowledge that you have received a copy of the mortgage offer and the Mortgage Conditions and confirm your acceptance of them.
2. You undertake to pay to us the Secured Amounts at the time or times agreed between you and us from time to time. If you and we have not agreed a time for payment, then you undertake to pay us the Secured Amounts as soon as we demand payment.
3. This Mortgage Deed secures additional borrowing but we are not obliged to agree any additional borrowing.
4. As a continuing security for the payment of the Secured Amounts, you as beneficial owner(s):
  - 4.1 charge to us so much of the Property as comprises registered land (or land required to be registered at the Land Registry of Northern Ireland) with the payment to us of the Secured Amounts;
  - 4.2 grant and demise to us so much of the Property as comprises unregistered land of freehold tenure, to hold this unto us for a term of ten thousand (10,000) years from the date of this Mortgage Deed;
  - 4.3 grant and demise to us so much of the Property as comprises unregistered land of leasehold tenure, to hold to same unto us for the residue of the term(s) created by the lease(s) under which this land is held, less the last ten (10) days of such term(s);
  - 4.4 assign to us so much of the Property as does not consist of land, to hold the same unto us absolutely; and
  - 4.5 assign to us all of your rights under the Criminal Damage (Compensation (Northern Ireland) Order 1977 in respect of the Property.

The security created by this mortgage deed will include your full interest in the Property and the proceeds of sale of the Property.
5. You acknowledge that you are our tenant(s) of the Property at an annual rent of five (5) pence (if demanded). You agree that we can terminate the tenancy at any time after we make demand for payment of any of the Secured Amounts, without notice to you, and that we can enter the Property. However, neither the receipt of any such rent nor the tenancy will make us liable to you or to any other person as mortgagee in possession of the Property.

6. Subject to your right to have the mortgage created by this Mortgage Deed released, in accordance with the relevant terms agreed by us in respect of the Secured Obligations from time to time, you agree:

6.1 to hold the reversion immediately following expiry of the term(s) set out in clause 4 above on trust for us; and

6.2 to sell, assign or otherwise dispose of the reversion as we may direct.

We can at any time remove you or any other person as trustee of the trust created by this clause, and we can appoint new trustees of the trust on such removal.

The Mortgagor(s) have executed this Mortgage as a Deed on the date of this Mortgage.

**SIGNED, SEALED AND DELIVERED**

by the borrower

\_\_\_\_\_

in the presence of:

Witness 1 Signature: \_\_\_\_\_ Witness 2 Signature: \_\_\_\_\_

Witness 1 Name: \_\_\_\_\_ Witness 2 Name: \_\_\_\_\_

Witness 1 Address: \_\_\_\_\_ Witness 2 Address: \_\_\_\_\_

Witness 1 Occupation: \_\_\_\_\_ Witness 2 Occupation: \_\_\_\_\_

by the borrower

\_\_\_\_\_

in the presence of:

Witness 1 Signature: \_\_\_\_\_ Witness 2 Signature: \_\_\_\_\_

Witness 1 Name: \_\_\_\_\_ Witness 2 Name: \_\_\_\_\_

Witness 1 Address: \_\_\_\_\_ Witness 2 Address: \_\_\_\_\_

Witness 1 Occupation: \_\_\_\_\_ Witness 2 Occupation: \_\_\_\_\_

**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.