

## Letter of Consent and Postponement by Deed

To HSBC UK Bank plc (the "Bank")

I/We,

Of/Company Number

Refer to the mortgage ("the Mortgage") over the property known as \_\_\_\_\_ ("the Property")

and where applicable other assets ("Assets") as set out in the Mortgage.

I/We understand that:

- (a) the Bank has been asked to provide banking facilities on the security of the Mortgage; and
- (b) the Mortgage is, or will be, continuing security for all amounts (including additional borrowings) owed to the Bank and expenses to be secured by it.

To support the security which the Bank has, or will have, under the Mortgage:

1. I/We consent to the Property and Assets being charged to the Bank on the terms of the Mortgage.
2. I/We postpone any present or future right or interest (including, where applicable, any right of occupation and any charge arising under the Family Law Act 1996 or any similar law) which I/we may have in or to the Property and Assets to the Bank's rights and interest under the Mortgage.
3. I/We will not maintain against the Bank any right or interest mentioned in clause 2 above and will give possession of the Property and Assets to the Bank if it exercises its rights under the Mortgage.
4. I/We agree that:
  - (a) the benefit of this Deed may be transferred to, and enforced by, anyone who has the benefit of the Mortgage;
  - (b) this Deed will not be affected by:
    - (i) any giving of time, variation, release, waiver or other arrangements which the Bank may agree with the Mortgagor or anyone else regarding the Debt, the Mortgage or any other security; or
    - (ii) refraining from perfection or enforcement of any debts secured by the Mortgage, the Mortgage or any other security.
5. If anything in this deed is, or becomes, invalid or unenforceable the rest will not be affected or impaired.

### IMPORTANT – PLEASE READ BEFORE SIGNING

- By signing this Deed you put at risk any interest you have in the Property and Assets, possession of which you may have to give up to the Bank.
- You must read this Deed carefully on your own, and be sure that you understand it.
- The Bank strongly recommends that you take independent legal advice, before signing this Deed.
- This Deed postpones your interest to the Mortgage.

6. I/We confirm that I/We have read and understood the above.

**IN WITNESS** of the above, this document, which is intended to take effect as a deed, has been duly executed and is now delivered

on the \_\_\_\_\_ day of \_\_\_\_\_ 20

Signed by me as a deed: Signature \_\_\_\_\_ Full Name: \_\_\_\_\_

in the presence of:

Signature of witness: \_\_\_\_\_ Witness Address: \_\_\_\_\_

Full name of witness \_\_\_\_\_ Witness Occupation: \_\_\_\_\_  
(Block letters)

### (For Limited Companies)

Signed as a deed acting by/our Common Seal was affixed in the presence of :

Director	_____
Name in full (Block letters)	_____
Director/Secretary	_____
Name in full (Block letters)	_____

A Letter of Consent and Postponement is to be signed by each occupier of the Property aged 17 or over at completion and by anyone with a financial

or other interest in the Property (other than the owner(s) of the Property).  
Please do **not** seek to register any part of this document at the Land Registry.

Legal Mortgage of Land - Individual Consent 2018 - HBUK version