

Certificate of Title

To	Cynergy Bank
Lender's reference (from letter of instruction)	
The Borrower(s)	
Mortgagor(s) (if Property to be registered in name(s) other than Borrower(s'))	
Property	
Tenure (if leasehold please provide remaining term in years)	
Title number(s)	
Are there any leases/sub-leases granted out of the Property's title?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, see 2(f)
Mortgage advance	£
If the Lender is taking a second or subsequent charge, amount secured under prior charge(s)	£
Price stated in transfer	£
Mortgage completion date	
Amount required to complete	£
Conveyancer's name & address	
Conveyancer's reference	
Conveyancer's bank, sort code and account number	
Date of instructions	

We, the conveyancers named above, certify to you, as follows:

- (1) We have checked the identity of the Borrower(s) and the Mortgagor(s) (and anyone else required to sign the mortgage deed or other document connected with the mortgage).
- (2) Except as otherwise disclosed to you in writing:
 - (a) we have investigated the title to the Property and we are not aware of any other financial charges secured on the Property which will affect the Property after completion of the mortgage;
 - (b) upon completion of the mortgage, both you and the Mortgagor(s) (whose identity has been checked in accordance with statement 1 above) will have a good and marketable title to the Property and to appurtenant rights free from prior mortgages or charges and from onerous encumbrances which will be registered with title absolute;
 - (c) we have compared the extent of the Property shown on any plan provided by you against relevant plans in the title deeds and the description of the Property in any valuation report which you have supplied to us, and in our opinion there are no material discrepancies;
 - (d) the assumptions stated by the valuer about the title (including without limitation its tenure, easements, boundaries, leases, subleases and restrictions on use) in any valuation which you have supplied to us are correct, except to the extent set out in any letter accompanying this Certificate of Title;
 - (e) if the Property was built less than 10 years ago, we have received evidence that satisfactory NHBC cover or equivalent is in place and enclose a copy of such evidence if we have not already sent to it you;
 - (f) if the Property is leasehold, the terms of the lease accord with your instructions and the assumptions made by the valuer including any requirements you have for covenants by the Landlord and/or a management company and/or by a deed of mutual covenant for the insurance, repair and maintenance of the structure, exterior and common parts of any building of which the Property forms part, and we have obtained (or will obtain on or before completion) a clear receipt for the last payment of rent and service charge;
 - (g) we have made reasonable enquiries to satisfy ourselves that buildings insurance has been arranged for the Property from no later than completion. We have reminded the borrower that buildings insurance must be in place in accordance with the terms of your mortgage offer by completion and that buildings insurance cover must be maintained throughout the mortgage term;
 - (h) if the Property is to be purchased by the Mortgagor(s)/Borrower(s):
 - the contract for sale provides for vacant possession on completion;
 - the seller has owned or been the registered owner of the Property for not less than six months; and
 - we are not acting on behalf of the seller;
 - (i) we are in possession of:
 - either a local search or local search insurance;
 - an Energy Performance Certificate graded A-E; and
 - such other searches or search insurance as are appropriate to the Property, the Borrower(s), the Mortgagor(s) and any others in each case in accordance with your instructions;

- (j) nothing has been revealed by our searches and enquiries which adversely affect the Property as security or the ability of the Borrower(s) or the Mortgagor(s) or others to grant the proposed security or which would prevent the Property from being used by any owner or occupant for the purposes for which it is currently used or intended to be used as described in the valuation report supplied to us by you or as notified to us separately by you; and
 - (k) neither any principal nor any other individual in the firm giving this certificate nor any spouse, child, parent, brother or sister of such a person is interested in the Property (whether alone or jointly with any other person) as mortgagor.
- (3) We undertake prior to completion and prior to use of the mortgage advance:
- (a) to obtain in the form required by you a validly executed mortgage over the Property by the persons whose identities have been checked in accordance with statement 1 above as those of the Mortgagor(s), the Borrower(s) (if different from the Mortgagor(s)) and any other person in whom the legal estate is vested;
 - (b) if required by you, to obtain signed undertakings from the Borrower(s), the Mortgagor(s), any other person in whom the legal estate is vested or others required by you in relation to the use, occupation or physical state of the Property;
 - (c) to ask the Borrower(s), (and Mortgagor(s) if different) and any other person in whom the legal estate is vested or others required by you for confirmation that the information about occupants given in your mortgage instructions to us and/or offer is correct; and to obtain consents in the form required by you (i.e. the "Occupiers Rights – Deed of Postponement Form") from any existing or prospective occupier(s) of the Property aged 17 specified by you or of whom we are aware. (The undertaking to obtain execution of the "Occupiers Rights - Deed of Postponement Form" does not apply where you have required the occupier(s) to obtain independent legal advice prior to execution and we are not the firm providing such advice.);
 - (d) to make such Bankruptcy, Land Registry or Land Charges Searches as may be necessary to justify statement (2)(a) above;
 - (e) that unless the Mortgage Offer you sent to the Borrower(s) and copied to us expressly states that you do not require existing mortgages to be discharged, we will not use the mortgage advance until satisfied that, prior to or contemporaneously with the transfer of the Property to the Mortgagor(s), there will be discharged any existing mortgage on the Property; any existing mortgage on the Property the subject of an associated sale of which we are aware; and any other mortgages made by a lender identified by you secured against a property located in England or Wales where you have given either an account number or numbers or a property address;
 - (f) to notify you in writing if any matter comes to our attention before completion which would render the statements above untrue or inaccurate and, in those circumstances, we will defer completion pending your authority to proceed and will return the mortgage advance to you if you so require; and
 - (g) not to part with the mortgage advance (and to return it to you if you so require) if it shall come to our notice prior to completion that the Property will at completion be occupied in whole or in part otherwise than in accordance with your instructions.

(4) We further undertake that following completion:

- (a) we will within the period of protection afforded by the searches referred to in statement 3(d) above:
 - (i) complete the mortgage;
 - (ii) arrange for the issue of a stamp duty land tax certificate if appropriate and for all necessary stamp duty land tax to be paid;
 - (iii) deliver to the Land Registry electronically or physically the documents necessary to register the mortgage in your favour and any relevant prior dealings; and
 - (iv) effect any other registrations necessary to protect your interests as mortgagee;
- (b) we will dispatch to you such deeds and documents relating to the Property, as you require with a list of them within ten working days of receipt by us of the title information document from the Land Registry;
- (c) will not part with the mortgage advance (and will return it to you if required) if it shall come to our notice prior to completion that the Property will at completion be occupied in whole or in part otherwise than in accordance with your instructions;
- (d) we will not accept instructions, except with your consent in writing, to prepare any lease or tenancy agreement relating to the Property or any part of it prior to despatch of the title information document to you;
- (e) we will not use the mortgage advance until satisfied that, prior to or contemporaneously with the transfer of the Property to the mortgagor, there will be discharged:
 - (i) any existing mortgage on property the subject of an associated sale of which we are aware; and
 - (ii) any other mortgages made by a lender identified by you secured against a property located in England or Wales where you have given either an account number or numbers or a property address;
- (f) will notify you in writing if any matter comes to our attention before completion which would render the certificate given above untrue or inaccurate and, in those circumstances, will defer completion pending your authority to proceed and will return the mortgage advance to you if required; and
- (g) confirm that we have complied, or will comply, with your instructions in all other respects.

Signature box

Signed on behalf of the conveyancers	
Name of authorised signatory	
Name of firm on whose behalf the signatory is signing	
Qualification of authorised signatory	
Date of signature	

The certificate of title should be read in conjunction with any qualifying letter which accompanies this certificate and which qualifies the contents hereof.

Please tick if you have enclosed any qualifying letter.