

**OCCUPIER(S) RIGHTS  
DEED OF POSTPONEMENT**

Date:

**Definitions and interpretations**

The " <b>Bank</b> " or " <b>We/Our/Us</b> "	Cynergy Bank Limited (Company Registration Number 04728421), of 27-31 Charlotte Street, London W1R 1RP, together with its transferees, assignees and successors.
The " <b>Borrower(s)</b> "	Name and Address
The " <b>Owner(s)</b> "	
The " <b>Occupier(s)</b> " of the " <b>Property(s)</b> " or " <b>You/Your/Yours</b> "	Name and Address
The " <b>Property(s)</b> "	Property address and title number

The "**Mortgage Documents**" means these General Conditions for Residential Mortgages (December 2018) (the "**General Conditions**"), the Mortgage Offer Letter, the Mortgage Deed and our Tariff of Charges (and any other documents expressed to be part of the Bank's agreement with the Borrower(s)).

The "**Mortgage Offer Letter**" means the letter we issue to the Borrower(s) offering the mortgage.

The "**Mortgage Deed**" means the document incorporating these General Conditions which charge all the Property, assets and/or rights which are expressed to be the subject of security under the Mortgage Deed.

**By signing this Deed of Postponement, the Occupier(s) agree that the Bank has a right to remove me/us from the Property(s):**

1. We propose to provide a loan to the Borrower(s) to be secured by a mortgage over the Property(s) in the form of the Mortgage Documents. You are currently an occupier of the Property.
2. You consent and agree to us registering a mortgage over the Property(s) to secure the total amount of money outstanding under the Mortgage Documents, including any interest, fees, charges, costs and losses payable by the Borrower(s) (the "**Loan Amount**"), and the obligations and responsibilities of the Borrower(s) under the Mortgage Documents to the Bank .

3. You agree that any present or future rights or interests or claim in equity which you may have or acquire in respect of or over the Property will be postponed and made subject to our rights, interests and remedies under the Mortgage Documents in our favour. You agree not to make any claims against us in respect of any rights or interests you may have or acquire in the future in the Property(s).
4. You agree that we may assign, charge or otherwise dispose of our interests in the Mortgage Documents and/or the Property without obtaining your consent or the Borrower(s)' consent. You acknowledge that the terms of this Deed will accrue for the benefit of the transferees, assignees and successors of the Bank.
5. You agree that this Deed will not be affected by any extended time, variation, release, waiver or other arrangement which the Bank may agree with the Borrower(s) or anyone else regarding the Loan Amount or the Mortgage Documents or any enforcement action taken against the Property(s).
6. You confirm that the contents and effect of this Deed are fully understood and agreed by you and that this Deed is intended to have legal effect between you and us. You confirm that, before signing this Deed, you were advised by us to obtain independent legal advice from a solicitor of your choice and have had a reasonable opportunity to do so.

**Signed and delivered as a Deed by the Occupier(s) on the date above by**

Occupier's signature .....

Full Name .....

In the presence of:

Witness signature\* .....

Full Name .....

(Print Witness's Address) .....  
 .....  
 .....

(Print Witness's Occupation) .....

Occupier's signature .....

Full Name .....

In the presence of:

Witness signature\* .....

Full Name .....

(Print Witness's Address) .....  
 .....  
 .....

(Print Witness's Occupation) .....

\*each witness must be at least 18 years old and not be a spouse, civil partner or co-habitee of the Borrower(s) or Occupier(s)