Mortgage Deed

|  |  |
| --- | --- |
| **Date:** | |
| **Company:** | |
| **Mortgage Conditions:** | |
| **Borrower:** | |
| **Property:** | **Title No:** |

1. This Charge incorporates the Mortgage Conditions a copy of which has been received by the Borrower which the Borrower hereby acknowledges.
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 Company as security for the payment and discharge of the secured liabilities (as defined in the Mortgage Conditions);
   1. by way of first legal mortgage the Property.
   2. by way of first fixed charge all proceeds of any insurances effected in respect of the Property.
   3. by way of first fixed charge the goodwill of any business carried on by the Borrower in and from the Property from time to time.
   4. by way of first equitable 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 Charge, (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).
   5. any shares or other membership rights in any management company or residents’ association held by virtue of the Borrower owning the Property.
   6. by way of mortgage the benefit of the landlord to and in the occupation leases and the rents (each defined in the Mortgage Conditions) in accordance with Condition 5.1 of the Mortgage Conditions.
3. This Charge secures further advances.
4. The Borrower hereby applies to the Registrar to enter the following restriction against the title(s) above referred to:

“No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [this charge] in favour of The Mortgage Works (UK) plc referred to in the Charges Register” in accordance with Condition 7.1 (j) of the Mortgage Conditions.

**IN WITNESS** whereof this Charge has been executed as a deed and is intended to be and is delivered on the above date.

Form of charge filed at HM Land Registry under reference MD842S

# SIGNED as a deed by the )

**BORROWER in the presence of:-** ) Witness signature :

Printed Name :

Address :

# SIGNED as a deed by the )

**BORROWER in the presence of:-** ) Witness signature :

Printed Name :

Address :

**COMPANIES:** )............................................................

**EXECUTED as a Deed by the** Director

# BORROWER acting by a director and

**its secretary or two directors or by a** )............................................................

**director in the presence of a witness:** Director/Secretary

|  |  |  |
| --- | --- | --- |
| Witness | Signature |  |
| Name (in BLOCK CAPITALS) |  |
| Address |  |

# Executed as a deed by

**a company incorporated** in

# acting by

who, in accordance with the laws of that territory, [is][are] acting under the authority of the company.

# Signature in the name of the company Signature of

Authorised [signatory][signatories]

# Executed as a deed by affixing the common )

**seal of the BORROWER in the presence of:** ) Director:

Director/Secretary:

**LLPS:** )............................................................

**EXECUTED as a Deed by the** LLP member

# BORROWER acting by two designated

**members or by a designated member** )............................................................

**in the presence of a witness:** LLP member

|  |  |  |
| --- | --- | --- |
| Witness | Signature |  |
| Name (in BLOCK CAPITALS) |  |
| Address |  |