

MORTGAGE DEED

Date:	
Society: Leeds Building Society, 105 Albion Street, Leeds LS1 5AS	
Borrower:	
Property:	
	Title Number:
Mortgage Conditions: Leeds Building Society Mortgage Conditions (England & Wales) 2007	

1. This Deed incorporates the Mortgage Conditions, the Rules of the Society and the terms and conditions set out in the Offer of Advance, copies of which the Borrower acknowledges having received and with which the Borrower agrees to comply.
2. Subject to clause 3 below, the Borrower with full title guarantee charges the Property, and all the Borrower's respective interests and rights in the Property and in the proceeds of sale of the Property, by way of legal mortgage and as a continuing security with the payment to the Society of all monies at any time payable or to become payable by the Borrower to the Society on any account whatsoever and the performance of all other obligations at any time owed by the Borrower to the Society.
3. (a) In this clause "Regulated Agreement" means a regulated agreement within the meaning of the Consumer Credit Act 1974.
(b) This Deed does not secure any monies or liabilities owed under an agreement which is a Regulated Agreement (either on its own or by the combined effect of the agreement and this Deed) unless it is referred to as security in the agreement.
4. This Deed is made for securing (but the Society is not obliged to make) further advances.
5. The Borrower applies to the Chief Land Registrar to enter on the Register a restriction that 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 _____ in favour of the Society referred to in the Charges Register.

Signed as a Deed by the Borrower in the presence of the Witness.

Borrower	Witness (signature, name and address) (Each signature to be separately witnessed)

Declaration by Occupier

This document is to be signed by each person aged 17 or over who will occupy the Property following completion of the Mortgage and who is not a party to the Mortgage.

Property:

Society: Leeds Building Society, 105 Albion Street, Leeds, LS1 5AS

Borrower(s):

Mortgage: A legal mortgage over the Property securing any Advances and all other sums owed by the Borrower(s) to the Society.

Occupier/you:

The Society has agreed to make an Advance to the Borrower(s) upon the security of the Mortgage. The Mortgage states that it will also secure further advances made by the Society to the Borrower(s), which may be made by the Society without obtaining any further consent from you.

By signing this form, and in consideration of the Society lending the Advance to the Borrower(s), you, the Occupier, confirm to the Society as follows:

1. you are, or are about to be, in occupation of the Property;
2. you consent to the Borrower(s) creating the Mortgage in favour of the Society which secures all sums now or in the future owed to the Society by the Borrower(s), including any further advances;
3. you agree that all rights and interests you may have from time to time in the Property or its proceeds of sale are postponed to, and take effect after, the rights and remedies of the Society under the Mortgage;
4. you understand that if the Borrower(s) fails to pay any sums due under the Mortgage, or otherwise breaches the terms of the Mortgage, the Society may apply to the Court to take possession of, and sell, the Property; if the Court grants such an application you agree to leave the Property immediately to enable it to be sold and you will have no right to stay in the Property; and
5. you agree that none of the above will be affected by the Society giving time for payment to, or making any arrangement with, the Borrower(s) or any other person.

This is an important legal document. Once you have signed it you will become legally bound by its terms. We strongly advise you to obtain legal advice from a solicitor independent of the Borrower(s) before you sign this document.

Signed and delivered as a deed by the Occupier(s) in the presence of the witness(es). Each witness must be at least 18 years old and not a spouse, civil partner or co-habitee of a Borrower or Occupier

Name of Occupier (please print)	Signature	Signed in the presence of
		Name: Signature: Address: Date:
		Name: Signature: Address: Date:
		Name: Signature: Address: Date:

I confirm that prior to the signing of this Declaration by Occupier, its full nature and effect were explained by me to all stated Occupiers who appeared to understand the same and signed this Consent in my presence.

Signature of Solicitor / Legal Executive	Name Of Solicitor / Legal Executive	Name and address of firm	Date