

Notice of Assignment and/or Charge of Leasehold Property

version 2

This document is a notice to **you** (as indicated below) from us (as indicated below, this notice being given for and on behalf of us by the conveyancers acting for us in connection with the **mortgage deed**) :

Date:

In this document:

Account No:

you and **your** (the landlord) means (insert full name and address of each person) :

we, us and **our** means Fleet Mortgages Limited of 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP (registered in England and Wales as company number 08663979) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the lender's and/or mortgagee's rights under any of the **mortgage documents** (including as a result of a **mortgage transfer**, a merger or consolidation with another person, a take-over and/or a group reorganisation) (each being a mortgagee).

mortgagor/tenant means: (insert full name and address of each one)

(1)

(2)

(3)

(4)

and (if there is more than one) all of them together (and includes that person's personal representatives; and any person to whom title to the mortgage property passes).

mortgage property means:

TITLE NO:

postcode

including existing and future fixtures, fittings, alterations and additions.

mortgage deed means a charge by way of legal mortgage by the mortgagor over the mortgage property in favour of us dated

lease means (insert name, parties and date of relevant document(s)) :

mortgage documents means each of: (a) the documents containing the legal terms and conditions applying to the mortgage deed and to the liabilities secured by the **mortgage deed** (including the **mortgage deed**, the mortgage conditions incorporated into it and each related mortgage offer and mortgage application form); and (b) each other contract, deed and certificate entered into with us or provided to us to satisfy a condition of such mortgage offer or the **mortgage deed**.

mortgage transfer includes a transfer, assignment (whether absolute or by way of security), mortgage, charge, agreement to sell or other disposal (in law or in equity) of all or any of **our** rights, title, interests, benefits and obligations in respect of this document, the **mortgage documents** and/or the **mortgage property**.

Notice of Assignment and/or Charge of Leasehold Property

We give **you**, as the person currently entitled all or part of the right, title and interest of the landlord under the **lease**, notice that on the date of the **mortgage deed**:-

1. [the **mortgage property** was assigned/transferred to the **mortgagor/tenant**; and]*

2. by the **mortgage deed** the **mortgage property** was charged to us by way of a first legal mortgage as security for all amounts and any other liabilities which each **mortgagor/tenant** has to **us** from time to time, whether present or future, actual or potential (including, but not limited to, advances and further advances which **we** may make from time to time under any of the **mortgage documents**).

[The **mortgagor/tenant** is liable to pay the rent under the lease and rent invoices should be addressed to the **mortgagor/tenant***.]

Please arrange to endorse on **your** insurance policy the interest of [the **mortgagor/tenant** and]* **us** in the **mortgage property** and forward to us a copy of both the policy and endorsement.

We would be grateful if **you** would acknowledge receipt of this notice by signing, dating and returning the enclosed duplicate of this notice to the conveyancers acting for **us** in connection with the **mortgage deed**, as detailed below.

Signed by the conveyancer(s) acting on behalf of [the **mortgagor/tenant** and]* **us**

Signature of conveyancer:

Name of conveyancer's firm:

Full name of conveyancer in block capitals:

Address of conveyancer's firm:

Title/position of conveyancer:

Reference of conveyancer:

You (the landlord) acknowledge receipt of this notice (of which this is a duplicate) on the date indicated below and **you** undertake to notify **us** in the event of any default by the **mortgagor/tenant** in paying the rent or performing its obligations in the **lease** or of **your** intention to exercise **your** right to forfeit the lease.

Signed for and on behalf of **you**, acting by:

Signature:

Date:

Full name in block capitals:

Address of firm:

Name of firm:

Title/position:

*Delete if not applicable.