

# Mortgage Deed

Account No:

Date:

**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 re-organisation) (each being a mortgagee).

**conditions** means: Fleet Mortgages - Mortgage Conditions 2014 - Version 2

**You** and **your** means: *(insert full name and address of each borrower)*

(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 **property** passes) (each being a mortgagor and borrower).

The **property** means:

  

TITLE NO:

Postcode:

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

This mortgage deed is made on the above Date between you as mortgagor(s) and us as mortgagee:

1. In this Mortgage Deed, a number of words and phrases are printed in bold type because they have a special meaning. The meaning of some of these words and phrases is explained in the boxes above. The meaning of other words and phrases printed in bold type is explained in the **conditions**.

2. This mortgage deed incorporates all of the provisions set out in the **conditions** and the **mortgage offer**.

3. You acknowledge receipt of:-

3.1 the **initial advance**;

3.2 a copy of the **conditions**;

3.3 the **mortgage offer**; and

3.4 the latest edition of the **tariff**.

**Form of charge filed at HM Land Registry under reference MD1443A**

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4. **You** charge to **us** with full title guarantee as continuing security for the payment and discharge of all the **secured liabilities**:-

4.1 the **property** by way of legal mortgage; and

4.2 the **ancillary assets** by way of fixed charge.

5. This mortgage deed secures further advances if we make them but we are not obliged to do so.

6. You consent to and apply for the registration of the following restriction against title to the property: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this registration is to be registered without written consent signed by the proprietor for the time being of the charge dated [ \_\_\_\_\_ ] in favour of Fleet Mortgages Limited referred to in the charges register".

7. This mortgage deed, and any non-contractual aspects arising in connection with it, are governed by English law.

### **This is an important legal document.**

If **you** sign this document **you** will be legally bound by the **mortgage documents**. **We** will be entitled to enforce **our** rights against **you** and the **property** if **you** fail to comply with **your** obligations under the **mortgage documents**.

Please note that brokers, other intermediaries or persons who may have introduced **you** to **us** and/or provided **you** with assistance, advice or other services in connection with **your** mortgage **advance** are not **our** agents and have no authority from us to make representations as to the effect of the **mortgage documents**, **your** liabilities under them or their suitability for **you**. No one other than a member of our staff has any authority to provide **you** with information on **our** behalf to **you** about the **mortgage documents**.

Also, other information provided by us (including in previous discussions, illustrations, quotations or representations) is superseded by the **mortgage documents**. Therefore, **you** must not rely upon any of that superseded information.

**You** should not sign this document unless: **you** have read and understood the mortgage documents, and you have obtained such legal and other advice as you consider appropriate and then decided that you want to be legally bound by the **mortgage documents**.

**IF YOU FAIL TO KEEP UP WITH PAYMENTS ON YOUR MORTGAGE A RECEIVER OF RENT MAY BE APPOINTED AND/OR YOUR RENTAL PROPERTY MAY BE REPOSSESSED.**

**Signed and delivered as a deed by each of you on the Date stated at the start of this mortgage deed as follows:**

*Each signature to be separately witnessed but the witness can be the same person. Each witness must be at least 18 years old, not be a borrower or a guarantor, and not be a relative, spouse, civil partner or co-habitee of a borrower or a guarantor, and not reside in the **property**.*

## Use the following where a borrower is an individual:

Signed as a deed by <b>you</b> as a borrower:	in the presence of the following witness:
<b>Your</b> signature: _____	Signature of witness: _____
<b>Your</b> full name in block capitals: <input type="text"/>	Full name of witness in block capitals: <input type="text"/>
	Address of witness: <input type="text"/>
	<input type="text"/>

Signed as a deed by <b>you</b> as a borrower:	in the presence of the following witness:
<b>Your</b> signature: _____	Signature of witness: _____
<b>Your</b> full name in block capitals: <input type="text"/>	Full name of witness in block capitals: <input type="text"/>
	Address of witness: <input type="text"/>
	<input type="text"/>

Signed as a deed by <b>you</b> as a borrower:	in the presence of the following witness:
<b>Your</b> signature: _____	Signature of witness: _____
<b>Your</b> full name in block capitals: <input type="text"/>	Full name of witness in block capitals: <input type="text"/>
	Address of witness: <input type="text"/>
	<input type="text"/>

Signed as a deed by <b>you</b> as a borrower:	in the presence of the following witness:
<b>Your</b> signature: _____	Signature of witness: _____
<b>Your</b> full name in block capitals: <input type="text"/>	Full name of witness in block capitals: <input type="text"/>
	Address of witness: <input type="text"/>
	<input type="text"/>

## Using the following (as appropriate) where a borrower is a company:

Executed as a deed by **you** acting by a director and its company secretary/two directors

Signature of Director: \_\_\_\_\_

Signature of Director \_\_\_\_\_  
/Company Secretary:

Full name in  
block capitals:   
Director

Full name in  
block capitals:   
Director/Company Secretary

Executed as a deed by **you** acting by a director in the presence of:

Signature of Director: \_\_\_\_\_

Signature of witness: \_\_\_\_\_

Full name in  
block capitals:   
Director

Full name in  
block capitals:

Address of  
witness:

Executed as a deed by affixing **your** common seal in the presence of:

Signature of Director: \_\_\_\_\_

Signature of Director \_\_\_\_\_  
/Company Secretary:

Full name in  
block capitals:   
Director

Full name in  
block capitals:   
Director/Company Secretary