

# Third Party Mortgage Deed

Account No:

Date:

In this mortgage deed:

- **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 any person to whom we transfer any of our rights under any of the **mortgage documents** and our successors in title (each being a mortgagee).
- **conditions** means: Fleet Mortgages – Mortgage Conditions 2022 – version 4
- **borrower** means: (insert full name, registered number if a corporate and address of each borrower)

(1)

(2)

- **you** and **your** means: (insert full name and address of third party chargor).

(1)

Name:

Registered number:

Address:

(2)

Name:

Registered number:

Address:

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**).

The property means:

Title No:

Postcode:

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

Form of charge filed at HM Land Registry under reference MD 1443D

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 have a special meaning. The meaning of some of these words and phrases is explained **in bold type** above. The meaning of other words and phrases used in this mortgage deed is explained in the conditions.
2. This mortgage deed incorporates all of the provisions set out in the conditions and the mortgage offer (and any other document referred to in them) as if they were fully set out in this mortgage deed, so far as they relate to your and our obligations and rights in respect of the property described above, and as if references to “you”, “your” and the “borrower” in those documents were a reference to you, as the context requires.
3. You acknowledge receipt of:-
  - 3.1 copy of the conditions;
  - 3.2 the mortgage offer; and
  - 3.3 the latest edition of the tariff.
4. You charge to us with full title guarantee as continuing security for the payment and discharge of all the secured liabilities of the borrower: -
  - 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 under the mortgage documents, but we are not obliged to do so. You will not be entitled to redeem this mortgage deed unless and until the mortgage deed granted to us by the borrower is redeemed.
6. You agree that this mortgage deed shall not be prejudiced or affected by, nor shall our rights against you be affected by, any matter, circumstance or event that has occurred or occurs from time to time, even if that matter, circumstance or event would ordinarily have had or has the effect of releasing you from liability in each case regardless of whether or not we have been or are negligent or have breached or breach any duty, liability or obligation in connection with the relevant matter or event. Without in any way limiting the generality of the foregoing, examples of such matters, circumstances or events include:
  - 6.1 any fluctuation from time to time of the secured liabilities or liabilities of any of you under this mortgage deed;
  - 6.2 any fluctuation from time to time of our obligations or liabilities under this mortgage deed or any mortgage document or any security held by us for the secured liabilities;
  - 6.3 any variation, amendment, extension, renewal, waiver, release, discharge, exchange, compromise or substitution of or dealing with all or any part of this mortgage deed, the secured liabilities, the mortgage documents or any security held by us for the secured liabilities that has occurred or occurs from time to time, irrespective of whether such variation, amendment, extension, renewal, waiver,

release, discharge, exchange, compromise or substitution or dealing occurred or occurs with or without your knowledge or consent;

- 6.4 any failure by us to take or perfect any security or to enforce or release any rights under any security;
  - 6.5 any time, waiver, concession or other indulgence has been or is granted, or has been or is agreed to be granted, from time to time to any one or more of you, the borrower or other person in respect of (as applicable) this mortgage deed, or the secured liabilities or the mortgage documents or any security held by us for the secured liabilities;
  - 6.6 any actual or attempted enforcement of or any delay in enforcing or any failure to enforce has occurred or occurs from time to time in relation to the obligations or liabilities or rights of any one or more of you, the borrower or any other person in respect of (as applicable) this mortgage deed, the secured liabilities or the mortgage documents or any security held by us for the secured liabilities;
  - 6.7 any borrower, you or any other person has become or becomes insolvent or subject to liquidation, administration, bankruptcy or any voluntary arrangement or has made or makes any composition or arrangement with or for the benefit of creditors generally;
  - 6.8 any one or more of you dies or is or becomes mentally ill or otherwise loses legal capacity;
  - 6.9 we release any one or more of you from this mortgage deed;
  - 6.10 any person(s) that fall within the definition of 'you' in this mortgage deed do(es) not enter into this mortgage deed;
  - 6.11 all or any part of the secured liabilities, or the obligations or liabilities of any of you under this mortgage deed or our obligations or liabilities under this mortgage deed or any mortgage document or any security held by us for the secured liabilities is or becomes illegal, invalid, unenforceable, impaired or ineffective in any respect or if we release it (in whole or in part); and
  - 6.12 any mortgage transfer that has occurred or occurs.
7. Our powers as mortgagee under this mortgage deed will become exercisable if a serious event occurs under the mortgage documents.
  8. 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".
  9. The provisions of condition A4 of the conditions regarding our power to transfer this mortgage deed apply to this mortgage deed as if a reference to the borrower were reference to you.

10. The provisions of our Privacy Policy (which can be found on our website) and condition A9 of the conditions (as if a reference to the borrower were a reference to you) concerning our use of personal data apply to this mortgage deed.
11. The provisions of condition A5 of the conditions concerning communications shall apply to this mortgage deed as if a reference to the borrower were a reference to you.
12. This mortgage deed, and any non-contractual aspects arising in connection with it, are governed by English law. You agree that action may be taken against you in the English courts and in the courts of any other place in which you may have assets, or which has jurisdiction.

**This is an important legal document.**

If you sign this document you will be legally bound by it, and the other mortgage documents, and liable instead of or as well as the borrower of the borrower's liabilities to us. 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 or provided you with assistance, advice or other services in connection with the mortgage 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 only sign this document if you have read and understood it and the other 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 MAY BE APPOINTED AND/OR YOUR 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, mortgagor or a guarantor, and not be a relative, spouse, civil partner or co-habitee of a borrower, mortgagor or a guarantor, and not reside in the **property**. Where the witness is a legal advisor, by signing as a witness, they confirm that they are a solicitor/licensed conveyancer/legal executive acting for the mortgagor and that prior to the execution of this deed you explained to the mortgagor its nature, content and effect, and the practical implications of them signing it, and that the mortgagor informed you that they wished to proceed with the transaction.*

**Use the following where a mortgagor is an individual:**

Signed as a deed by **you** as a mortgagor:

Your signature:

Your full name (in block capitals):

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed as a deed by **you** as a mortgagor:

Your signature:

Your full name (in block capitals):

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed as a deed by **you** as a mortgagor:

Your signature:

Your full name (in block capitals):

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

Signed as a deed by **you** as a mortgagor:

Your signature:

Your full name (in block capitals):

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

**Use the following (as appropriate) where mortgagor is a company:**

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

Signature of director:

Your full name (in block capitals):

Signature of director/company secretary:

Your full name (in block capitals):

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

Signature of director:

Your full name (in block capitals):

Signature of witness:

Full name of witness (in block capitals):

Occupation of witness:

Address of witness:

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

Signature of director:

Your full name (in block capitals):

Signature of director/company secretary:

Your full name (in block capitals):

Seal: