

OCCUPIERS DEED OF CONSENT (ENGLAND AND WALES)

Mortgage account number:

Borrower:

Property:

You:

Lender: Skipton Building Society and its successor, transferees and assigns (whether legal or equitable)

The Lender proposes to make (in stages if applicable) a loan, and/or such further advances as the Lender decides, to the Borrower, secured by a legal mortgage over the Property.

By signing this Deed of Consent you confirm to, and agree with, the Lender as follows:

1. You are, or are about to be, in actual occupation of the Property (but not as a tenant);
2. You consent to the Borrower creating (and registering) the mortgage in favour of the Lender to secure the loan and any further advance(s);
3. You accept the amount secured by the mortgage can vary from time to time and will include the loan(s), interest and all other sums payable to the Lender in connection with the loan(s);
4. You agree that your additional consent will not be required for any further advances;
5. You agree that any estate, interest or rights you have in the Property or its proceeds of sale (including any charge arising in respect of any matrimonial or civil partnership home rights by virtue of section 31 of the Family Law Act 1996) now or at a later date are postponed to, and take effect after, the rights, interests and remedies of the Lender under the mortgage;
6. You charge all (if any) of your estate, interest and rights in the Property or the proceeds of sale of the Property to the Lender as a continuing security for the payment of all money and liabilities secured by the mortgage;
7. You agree not to assert or rely on any such estate, interest or rights in a manner which may obstruct, delay or hinder the orderly realisation of the Lender's security over the Property;
8. You understand the Lender may enforce the mortgage by seeking a court order for possession of the Property, by selling the Property and/or by appointing a receiver to manage the Property;
9. You agree that if the Lender or any receiver obtains a court order for possession of the Property, you will leave the Property;
10. You agree that the Lender's rights under this Deed of Consent will not be affected by the Lender giving the Borrower extra time to pay what is owed under the mortgage or any other indulgence; and
11. You agree the Lender may at any time transfer, charge or otherwise dispose of the mortgage.

This Deed of Consent is governed by the law of England and Wales

SIGNED AS A DEED BY:

Signed by You:

Date:

In the presence of:

Witness Signature:

Print Witness Name:

Date:

Witness Address and occupation:

Note: The witness confirms by signing that they are aged 18 years or over and are not: (a) a spouse, civil partner, co-habitee of or otherwise related to the Borrower or the Occupier; or (b) a solicitor or other adviser of the Borrower.

Please also sign one of the sections overleaf in front of the same witness

THIS IS AN IMPORTANT DOCUMENT. IT MEANS THE LENDER'S MORTGAGE WILL TAKE PRIORITY OVER ANY RIGHTS YOU HAVE IN THE PROPERTY. SIGN IT ONLY IF YOU WANT TO BE LEGALLY BOUND BY ITS CONTENTS.
WE STRONGLY RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

SECTION A – If you decide, as we recommend, to take independent legal advice:

At a meeting NOT ATTENDED BY THE BORROWER OR THE LENDER, the solicitor I have engaged has:

1. Given me independent legal advice, including explaining the contents, nature, legal and practical effect of signing the Deed of Consent;
2. Advised me (using a copy of the mortgage offer and mortgage conditions provided to me) of the purpose and amount of the loan advance, the interest rate, the term of the initial loan and the payment details and that further advances may be made in future;
3. Warned me of the risks involved in my signing this Deed of Consent;
4. Received my confirmation that I wish to sign the Deed of Consent; and
5. Confirmed they were satisfied I understood the nature and extent of my obligations under the Deed of Consent and the impact and risks of signing it.

Signed by You:

Date:

In the presence of:

Print name of solicitor:

Signature of solicitor to certify that the above advice and warnings were given at the meeting:

Legal Firm Name & Address:
Please affix stamp

SECTION B – If you decide, against our strong recommendation, to not take independent legal advice:

I understand I am strongly recommended by the Lender to take independent legal advice before signing the Deed of Consent. As well as reading the Deed of Consent, I have been provided with and considered the mortgage offer and mortgage conditions. I have decided not to take independent legal advice because I fully understand the consequences of signing and wish to proceed of my own free will.

Signed by You:

Date:

In the presence of:

Witness Signature:

Print Witness Name:

Date:

Witness Address
and occupation:

Note: The witness confirms by signing that they are aged 18 years or over, and are not: (a) a spouse, civil partner, co-habitee of or otherwise related to the Borrower or the Occupier; or (b) a solicitor or other adviser of the Borrower.