

Mortgage Deed

THIS IS AN IMPORTANT LEGAL DOCUMENT.
WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.
IF THE SECURED AMOUNT IS NOT REPAYED YOU MAY LOSE THE MORTGAGED PROPERTY.

| | |
|--------------------------------|--|
| Date | |
| Borrower | means: [name] of [address] The term borrower includes that person's executors and personal representatives and any person claiming any right or interest from or through the borrower or to whom title to the property passes. Where the borrower is more than one person, the term borrower shall mean all those persons. All obligations of the borrowers shall be treated as having been given by those persons jointly and severally. |
| Mortgage account number | |
| We or Us or Lender | means Bluestone Mortgages Limited incorporated in England and Wales with company number 02305213 and having its registered office at 3rd Floor, 22 Chancery Lane, London, WC2A 1LS and any relevant transferee . |
| Property | means the [tenure] property known as: |
| Title number | |
| Conditions | means the Bluestone Mortgages Limited General Terms and Conditions (England & Wales) 2020 – 3rd Edition and any lawful variation thereto. |
| Secured amount | Has the meaning as defined in the conditions and includes the aggregate of the following amounts: <ul style="list-style-type: none"> (a) the mortgage loan; (b) the expenses; (c) the fees; (d) any tax or interests payable by the borrower, and (e) any other amount due in accordance with the offer and/or the conditions (including, by way of example, the amounts due in respect of insurance premiums to be paid pursuant to condition 3.5.5.) |

- 1 This mortgage deed incorporates the conditions and the borrower acknowledges receipt and confirms acceptance of the conditions and the offer. All terms and phrases shown in bold type have the meaning given to them in the conditions unless otherwise defined in this mortgage deed.
- 2 As continuing security for the payment of the **secured amount** the **borrower** charges, with full title guarantee and by way of legal mortgage, the **property**, any **receipt**, any **related right**, any addition or alteration relating to the **property**, any right the **borrower** has under any **mortgage documents**, other agreements or guarantees relating to the **property** and the **related rights**, any right, interest or claim in relation to damages or depreciation of the **property** and any other money at any time derived from the **property**.

- 3 The **borrower** assigns to the **lender** all **receipts** and any claims and rights, now or in the future, ancillary to the ownership of the **property** including any rents and the benefit of any agreements, guarantees or indemnities, any membership rights, any right to compensation payable, and the right to any insurance proceeds payable in respect of damage to or destruction of the **property**.
- 4 The **borrower** covenants to observe the **conditions** and the **offer**.
- 5 This **mortgage deed** secures **further loans** but the **lender** is not obliged to make any.
- 6 The **borrower** and the **lender** apply to the Chief Land Registrar to enter a restriction that in the proprietorship register forming part of the title to the property 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 Bluestone Mortgages Limited referred to in the Charges Register”.
- 7 This mortgage deed will take effect as a deed and is governed by English law.

I understand the liabilities and obligations in this mortgage deed, the conditions and the offer.

Signed as a deed by the **borrower(s)** in the presence of the witness(es) named below (who must be at least 18 years old and not a spouse, civil partner, relative or co-habitee of the **borrower(s)** or the occupier(s) of the **property**)

| | |
|------------------------------------|--|
| Signature of borrower | |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

| | |
|------------------------------------|--|
| Signature of borrower | |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

| | |
|------------------------------------|--|
| Signature of borrower | |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

| | |
|------------------------------------|--|
| Signature of borrower | |
| Signature of witness | |
| Full name of witness (in capitals) | |
| Address of witness | |

Get in touch if you need this document in Braille, large print or audio tape