

MORTGAGE DEED (ENGLAND & WALES)



THIS Mortgage is dated this day _____ of _____ and made between the Borrower and UCB HOME LOANS CORPORATION LIMITED (“UCBHL”)

1 In this Deed where the context so admits the following definitions apply

| | |
|-----------------------------|---|
| UCBHL: | UCB HOME LOANS CORPORATION LIMITED (UCBHL) registered in England, register number 1063539. Registered office: Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW. |
| YOU: (the Borrower): | (1)..... of |
| and | (2)..... of |
| THE PROPERTY: | All that freehold/leasehold Land and Building known as: |

Land Registry Title No(s):

- 1 With the full title guarantee, you hereby charge by way of legal mortgage the Property with the payment of all monies whatsoever payable, whether now or in the future, by you to UCBHL.
- 2 You covenant to observe and perform and agree to be bound by the provisions and conditions of this Mortgage.
- 3 You apply to HM Land Registry for the entry of the following restriction in the Proprietorship Register of the above Title No. 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 restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated () in favour of UCBHL referred to in the charges register.
- 4 You acknowledge that this Mortgage secures all money payable by you to UCBHL including any further loans or advances which UCBHL may make either at your request or, if there is more than one of you, at the request of any one or more of you whether with or without the consent or agreement of the other.

SIGNED AS A DEED by all persons comprising the Borrower

(1)

(2)

In the presence of
Signature of Witness

In the presence of
Signature of Witness

Name (in BLOCK CAPITALS)

Name (in BLOCK CAPITALS)

.....

.....

Address

Address

.....

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Form of charge filed at HM Land Registry under reference MD207F

UCBHL MORTGAGE CONDITIONS

WARRANTY

1 Save as disclosed by you to UCBHL prior to the date of this Mortgage you warrant to UCBHL that:

- 1.1 neither the whole nor any part of the Property is now let or agreed to be let and that you have neither parted with nor do you share occupation of the Property; and
- 1.2 no person or party has any interest in the Property or its proceeds of sale.

WHAT YOU AGREE TO DO

2 You covenant and agree with UCBHL as follows:

Insurance

- 2.1 Where the Property is freehold you will insure the Property for its full reinstatement value (which must include an additional 12.5% of the full reinstatement value to pay for debris removal and professional fees incurred in any rebuilding should that ever be necessary) under a comprehensive index linked insurance policy issued by insurers and approved by UCBHL. This insurance cover must be in force:
 - 2.1.1 in the case of a purchase, on exchange of contracts; and
 - 2.2.2 in the case of a remortgage, prior to completion and must be maintained whilst any sums remain outstanding to UCBHL and the Property is not sold.
- 2.2 The policy must be in your and UCBHL's joint names and UCBHL will retain the original. The policy must contain a mortgagee protection clause and cover any increased rebuilding costs resulting from any local authority requirements.
- 2.3 Where the Property is leasehold, it must be a term of the lease that either the landlord or a management company insures the whole building in which the Property is situated. The insurance value must be the full reinstatement value of the whole building. UCBHL's interest must be noted on the policy and UCBHL must be provided with a certified copy of the policy on completion. You are responsible for ensuring that the landlord or management company complies with its insurance obligations and for providing UCBHL with confirmation that insurance cover is maintained when requested.
- 2.4 You will hold all money which may at any time be received or receivable under any policies of insurance covering any part of the Property in trust for UCBHL and at UCBHL's option you will either pay such money to UCBHL or will apply the same in replacing, restoring or reinstating that part of the Property which is destroyed or damaged.
- 2.5 You will not do anything on the Property which may prejudicially affect any insurance or which may increase the premium payable for any such insurance and you will comply with the terms and conditions of the policy.
- 2.6 You will pay all premiums due to the insurers immediately they become due and provide evidence of such payment to UCBHL upon request. You will deliver to UCBHL for retention the originals or duplicate copies (as UCBHL may specify) of all policies of insurance in respect of the Property.

Payment of Property outgoing

- 2.7 You will pay all rents, rates, taxes, duties, charges, assessments and outgoings due in respect of the Property as and when they fall due for payment.

Observance of obligations affecting the Property

- 2.8 At your expense you will perform and observe all covenants and restrictions and stipulations (including any of those arising under any lease, underlease, tenancy or agreement for a lease) affecting the Property or its use.

Repair and Preservation of the Property

- 2.9 You will keep the Property and all its fixtures in good and proper repair and condition.
- 2.10 You will complete any uncompleted building on the Property without delay.
- 2.11 You will not damage or in any manner or by any means lessen the value of the Property.

Alterations to the Property

2.12 You will not make any structural or material alterations to the Property without UCBHL's prior written consent or make or continue any change in use of the Property.

Grants

2.13 You will not apply for any grant or do anything whereby the Property might become subject to a statutory or other charge without UCBHL's prior written consent.

Compliance with Planning and other regulations and laws affecting the Property

2.14 You will comply with all planning requirements, regulations and bylaws affecting the Property or its use and agree to give notice to UCBHL at once of any notice or proceedings which may be served affecting the Property.

2.15 You will not make any application for planning permission without the prior written consent of UCBHL.

2.16 You will not negotiate, waive or settle any claim for compensation in respect of compulsory acquisition, loss or damage or reduction in the value of the Property without UCBHL's prior written consent and, you will pay any such compensation monies received to UCBHL to be applied by UCBHL in reduction or repayment of the monies secured hereby.

Inspection and valuation of the Property

2.17 You will allow UCBHL or its agent or surveyor or any person authorised by it to enter and inspect or value the Property at any reasonable time on reasonable notice (except in case of emergency). UCBHL reserves the right to call for a revaluation of the Property at your expense at any time.

Use and Occupation of the Property

2.18 You will use the Property as a single dwellinghouse for the sole occupation of yourself and your family and will continue to live there.

2.19 You will give written notice to UCBHL if the Property remains unoccupied for a period of or exceeding 28 days.

Lettings or other disposals of the Property

2.20 You will not let, mortgage, charge or part with possession of all or any part of the Property or dispose of any interest in it, or create any rights or licence in or over it in favour of any third party without UCBHL's prior written consent.

Leasehold Properties

2.21 Where the Property is leasehold and you give notice of your wish to have an extension to the term of the lease of the Property or to purchase the freehold reversion you will give a copy of such notice to UCBHL. Where the freehold reversion is acquired you will grant a mortgage in UCBHL's standard form over such interest in favour of UCBHL.

2.22 You will not do anything whereby any lease or agreement for lease of the Property becomes liable to forfeiture or is otherwise determined, or whereby the rent payable may be increased (including forbearance to exercise a right to determine such lease or agreement instead of continuing the same at an increased rent) or amend or vary or agree to amend or vary any provision of such lease or agreement.

Management Companies and Shares

2.23 Where the Property is held by you subject to covenants or rights which require or enable you to be a member of or hold shares in a management company you will deposit your share certificate or other certificate of membership of such company with UCBHL executed in blank.

Retentions

2.24 Where you have given an undertaking to UCBHL to carry out works to the Property you are to effect them to the satisfaction of UCBHL within 6 months if no other time is specified. If it is a term of the loan that a retention is to be made from the Loan Amount this will be deducted from any loan to be made to you and paid to you following completion of the works to the satisfaction of UCBHL.

ADDITIONAL PROTECTIONS FOR UCBHL

3. You acknowledge that the exercise by UCBHL of its powers under this Clause shall not render UCBHL liable to account as a mortgagee in possession and:

Indemnity

3.1 You will keep UCBHL fully indemnified in respect of any breach or non observance of any of the conditions of this Mortgage.

Exclusion of Statutory Powers of Mortgagor

3.2 The powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 (relating to powers to grant or accept surrenders of leases) are hereby expressly excluded subject to any subsequent written agreement entered into by you and UCBHL.

UCBHL's powers to Preserve and Protect the Property and its value

3.3 If you fail at any time to comply with any of the obligations under Clause 2 above, UCBHL may make such payment or effect or renew such insurance or execute such works and do such other things as, in the opinion of UCBHL, may be required to remedy such default.

3.4 UCBHL has power to enter the Property or any part of it with agents appointed by it and architects, contractors, workmen and others for that purpose.

3.5 You will be liable to pay, whether demanded or not, on a full indemnity basis, any costs, charges, fees or expenses incurred by UCBHL for such purpose.

3.6 In the event of any proceedings or steps being taken to exercise or enforce any powers or remedies arising out of any encumbrance having priority over this Mortgage against the Property UCBHL may redeem such prior encumbrance or procure the transfer of it to itself. You are liable to pay whether demanded or not, all principal money, interest, costs, charges and expenses paid or incurred by UCBHL in redeeming or procuring the transfer of such prior security and in procuring any proper entries to be made in the Land Registry or Land Charges Registry.

Payment of Fees Costs and Expenses of UCBHL

3.7 You will be liable to pay, whether demanded or not, on a full indemnity basis, the legal costs and all other fees, expenses and liabilities incurred or to be incurred by UCBHL in connection with or incidental to the preparation, completion, registration, administration (including inspection and valuation of the Property) and enforcement of this Mortgage or the exercise by UCBHL of its rights and powers under this Mortgage.

3.8 Any cost, charge, fee, expense or liability incurred by UCBHL and which you are liable to pay (whether demanded or not) shall be debited to your account with UCBHL and shall carry interest from the date when the same is paid or incurred by UCBHL at the rate of interest prevailing from time to time upon such account. If you have more than one account with UCBHL, UCBHL may debit such account as it, in its discretion, shall see fit.

EVENTS OF DEFAULT

4 You acknowledge that:

4.1 As between yourself and UCBHL, UCBHL will not enforce its right to take possession of the Property or exercise its power of sale or appoint a Receiver unless:

4.1.1 you are in default in the making of all or any part of a monthly payment due to UCBHL;

4.1.2 you do not pay any material other amount due from you to UCBHL on demand;

4.1.3 you breach any material term (other than an obligation for the payment of money) of this Mortgage or of any loan agreement you have with UCBHL;

4.1.4 any information supplied by you in your application for a loan or any other warranty or representation made by you is or proves to have been untrue or inaccurate when made, or has not been corrected when you became aware of such untruth or inaccuracy, or were obliged to correct such untruth or inaccuracy and such information warranty or misrepresentation has had or has a material effect on UCBHL's decision to lend or to continue to lend to you.

4.1.5 a bankruptcy order is made against you or you enter into a voluntary arrangement, deed of arrangement or other arrangement with your creditors.

SUMS IMMEDIATELY DUE

5 You covenant and agree with UCBHL that:

5.1 All money secured by this Mortgage shall become immediately due and repayable on the date of execution of this Mortgage and UCBHL's power of sale of the Property and power to appoint a Receiver shall immediately become exercisable notwithstanding any agreement to the contrary in each and every of the following events namely:

5.1.1 on the happening of any of the events of default referred to in Clause 4 above;

- 5.1.2 if an encumbrancer takes possession of the Property or any part of it or enforces or seeks to enforce his security or a receiver is appointed over the Property or any part of it;
- 5.1.3 if an Order for compulsory acquisition of the Property or any part of it is made which in the opinion of UCBHL, materially affects the value of the Property as a whole;
- 5.1.4 if you die;
- 5.1.5 if you become bankrupt or have a receiving order made against you or you enter into any arrangement or composition with your creditors;
- 5.1.6 if you cease to live at the Property.

UCBHL'S POWERS TO SELL THE PROPERTY

6. You acknowledge that:

Power of Sale

- 6.1 For the purposes of Section 101 of the Law of Property Act 1925 (relating to a lender's rights to sell etc.) the monies secured hereby shall be deemed to become due on the date of execution of this Mortgage.
- 6.2 The power of sale and the incidental powers and remedies conferred on a mortgagee by the Law of Property Act 1925 shall apply to this Mortgage and are hereby extended and varied to authorise UCBHL, at its absolute discretion, to do all or any of the things or exercise any of the powers which are mentioned in Clause 7.2.3 below.
- 6.3 The statutory power of leasing conferred on UCBHL shall be extended, so as to authorise UCBHL to grant leases and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as UCBHL shall think expedient and without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925 (relating to powers to grant or accept surrenders of leases).
- 6.4 Section 103 of the Law of Property Act 1925 (restricting the exercise by UCBHL of its power of sale) shall not apply to this Mortgage.
- 6.5 The restrictions on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.

UCBHL'S POWERS TO APPOINT A RECEIVER

7. You acknowledge that:

Receiver

- 7.1 All the powers conferred by this Mortgage or by statute on UCBHL may be delegated by UCBHL to any Receiver of the Property appointed under any statutory power, save that all leases shall be made in your name as provided by statute.
- 7.2 Any Receiver of the Property appointed under any statutory power:
 - 7.2.1 may be removed by UCBHL;
 - 7.2.2 shall be your agent and you will be solely responsible for his costs defaults and remuneration and be liable on any contracts or engagements made or entered into by him;
 - 7.2.3 shall have power:-
 - (a) to take possession of and gain entry to the Property and collect and call in the rents, profits and income of the Property. To take any proceedings in your name or otherwise as may seem expedient including proceedings for rents, profits and income of the Property or any part of it.
 - (b) to sell (whether by private treaty or public auction or otherwise) lease or surrender leases or concur in selling leases or surrendering leases of the Property by you on such terms and conditions as he thinks fit and to carry any such sale, lease or surrender into effect by conveying, leasing or accepting surrenders in your name or on your behalf or otherwise.
 - (c) to make any arrangements or compromise which he may think expedient in the interests of UCBHL.

- (d) to make and effect any repairs, renewals and improvements to any plant and machinery on the Property which he may think expedient and to maintain or renew insurances as he shall think fit.
- (e) to carry out or complete, whether in conjunction with building contractors or otherwise, any developments, reconstruction, improvements, repairs and any structural or other alterations or additions in or to the Property.
- (f) to do all such things as UCBHL is empowered to do under the provisions of this Mortgage.
- (g) generally to manage the Property and to do all such other acts and things (whether similar or not to any of the foregoing) as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which a Receiver lawfully may or can do as your agent.
- (h) to insure the Property in such amounts and against such risks and through such agency as he shall think fit.
- (i) to remove, store, sell, preserve or otherwise dispose of any furniture or goods which you fail to remove.

7.3 The net proceeds arising from the exercise of the powers of the Receiver shall, subject to any claims ranking in priority to monies secured hereby, be applied in or towards discharging in the following order of priority:

- 7.3.1 the amount of all costs, charges and expenses incurred and payments made by the Receiver in connection with or incidental to or as a result of the exercise of his powers and the costs, charges and expenses of and incidental to his appointment;
- 7.3.2 the remuneration of the Receiver;
- 7.3.3 all other sums secured hereby in such order as UCBHL may determine;
- 7.3.4 the claims of those entitled to any surplus.

7.4 Section 109 (6) and (8) of the Law of Property Act 1925 (relating to the fees of a Receiver) shall not apply.

Protection of UCBHL and the Receiver in exercising their Powers

- 7.5 Neither UCBHL nor the Receiver will be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise or attempted or purported exercise of or the failure to exercise any of their respective powers.
- 7.6 Notwithstanding clause 7.5 above, entry into possession of the Property shall not render UCBHL or the Receiver liable to account as mortgagee in possession and if, and so often as, UCBHL enters into possession of the Property it shall be entitled at any time at its pleasure to go out of possession.

MISCELLANEOUS

8. You confirm and acknowledge that:

Deeds and Power of Attorney

- 8.1 You will deposit with UCBHL and UCBHL will be entitled to retain and hold during the continuance of this Mortgage, all deeds and documents of title relating to the Property.
- 8.2 You will, from time to time, execute and do all such assurances and things as UCBHL may reasonably require for perfecting this Mortgage.
- 8.3 You irrevocably appoint UCBHL to be your attorney to execute and deliver and otherwise perfect any assurances and things which may be required under this security and generally to act in your name and on your behalf as your act and deed in:
 - 8.3.1 the exercise of all or any of the powers conferred on UCBHL or any Receiver appointed by UCBHL; and
 - 8.3.2 as far as may be required in order to remedy any default in compliance with any of your obligations under Clause 2 above to:
 - (a) make any payments (whether by way of payment of rent or service charges or other monies payable under a lease or otherwise);
 - (b) effect or renew any policy of insurance;
 - (c) execute any works;

- (d) do such other things (including the execution of any new lease vested by a Court following relief from forfeiture) or to bring, settle or defend (on such terms as UCBHL sees fit) any litigation or proceedings including, but not limited to, forfeiture proceedings in your name and at your expense.

Dealings with Third parties

- 8.4 No purchaser or other person dealing with UCBHL or its delegate or any Receiver appointed by UCBHL shall be bound to see or inquire whether the right of UCBHL or such Receiver to exercise any of its or his powers has arisen or has become exercisable, or be concerned with the notice to the contrary or be concerned to see whether any delegation by UCBHL shall have lapsed for any reason or been revoked.

Furniture and Goods

- 8.5 On or after taking possession of the Property UCBHL may as your agent and at your expense remove, store, sell or otherwise deal with any furniture or goods which you fail or refuse to remove and UCBHL shall not be liable for any loss or damage.

Continuing Security

- 8.6 This Mortgage shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any guarantee, lien, mortgage or other security now or in future held by UCBHL.
- 8.7 This Mortgage will not in any way be prejudiced or affected by the invalidity of any other security or by UCBHL now or in future dealing with exchanging, releasing, modifying or abstaining from perfecting or enforcing any such other security or any rights which it may now or, in future have, or by UCBHL giving time for payment or indulgence or compounding with any other person liable or by any existing or future agreement of UCBHL as to the application of any advances made or to be made to UCBHL.
- 8.8 No failure on the part of UCBHL to exercise or delay on its part in exercising any of the rights, powers and remedies provided by this Mortgage or by law shall operate as a waiver, nor shall any single or partial waiver of any of UCBHL's rights preclude any further or other exercise of such rights.
- 8.9 Where you are two or more persons UCBHL can release or discharge any one or more of you from any liability under or secured by this Mortgage or in respect of their interest in any of the Property, or take any composition from or make any other arrangement or variation with any one or more of you without releasing or discharging any other of you or otherwise prejudicing or affecting its rights or remedies against any other or others of you or any of the Property.
- 8.10 Any notice or demand for payment given under this Mortgage shall (without prejudice to any other effective method of making the same) be deemed to have been sufficiently made or given, if delivered by hand or sent by post or by facsimile to the Property and shall be deemed to have been received when delivered (if hand delivered), on the day it was sent (if by facsimile or e-mail) or 48 hours after posting (if posted) whether or not returned undelivered.
- 8.11 In the case of the death of the Borrower, or where appropriate any of them, until UCBHL receives notice in writing of the grant of probate of the Will or letters of administration in respect of the estate of the deceased, any notice or demand delivered, sent or posted as above by UCBHL shall for all purposes be deemed a sufficient notice or demand by UCBHL to the deceased and his personal representatives and shall be as effectual as if the deceased were still living and, in respect of service of legal proceedings shall be deemed to constitute good service.

RIGHTS OF UCBHL TO TRANSFER THIS MORTGAGE

- 9 UCBHL may in its absolute discretion, without notice to you, transfer, assign or otherwise deal with this Mortgage (and the charge or charges hereby created) whether at law or in equity and this Mortgage shall remain enforceable notwithstanding any assignment or novation of any obligations or liabilities due from you to UCBHL and you hereby:
- 9.1 consent to such transfer, assignment or dealing and agree that upon any such transfer, assignment or dealing you will be bound to the assignee or transferee (to the extent of such transfer, assignment or dealing) in the like manner and to the like extent as you are bound to UCBHL under this Mortgage (and the charge or charges hereby created) and every reference to UCBHL shall be construed as including such person; and
- 9.2 consent to UCBHL passing to such person or other party interested in this Mortgage any information and documents which may have or will be provided relating to the Property, this Mortgage or yourself.

INTERPRETATION OF THIS DOCUMENT

- 10.1 The rights, powers and remedies provided by this Mortgage are cumulative and are not nor are they to be construed as exclusive of any rights, powers and remedies provided by law.
- 10.2 The headings in these conditions do not form part of these conditions and shall not be taken into account in its proper interpretation and construction.
- 10.3 Any agreement by you not to do any act or thing includes your agreement not to allow or permit or suffer the doing of that act or thing, and any agreement by you to do any act or thing includes your agreement to procure or take such action as may be necessary to enable it to be done.
- 10.4 In this Mortgage, references to “you” or “your” or “yourself” are to the persons named as Borrower in this Mortgage and, where appropriate any of them, to their respective successors in title and assigns. Where there is more than one such person, each or every one of them shall be both individually and jointly responsible for the whole liability or obligation.
- 10.5 References to UCBHL are to UCBHL Home Loans Corporation Limited, and include the assignees and other successors whether immediate or derivative of UCBHL and you agree that this Mortgage shall be enforceable notwithstanding any change in name of UCBHL or in its constitution or by its amalgamation with any other company society or institution.
- 10.6 If any of the provisions (or part of a provision) of this Mortgage becomes invalid, illegal or unenforceable in any respect under the law, the validity, legality and enforceability of the remaining provisions (or parts of the provision) shall not in any way be affected or impaired. If any invalid, illegal or unenforceable provision would not be invalid, illegal or enforceable if its effect were modified in any way, it shall be deemed to have such modified effect so long as UCBHL agrees. No party hereto shall be discharged or otherwise released from his obligations hereunder by reason of the same being unenforceable, illegal or otherwise ineffective against any other party or intended party hereto.
- 10.7 This Mortgage shall be governed and interpreted in all respects in accordance with English law and you accordingly agree to submit to the jurisdiction of the English Courts, but it shall be open to UCBHL to enforce this Mortgage in the Courts of any other competent jurisdiction.

DISCHARGE OF THE MORTGAGE

- 11 If you pay to UCBHL all monies secured by this Mortgage UCBHL will, at your request and cost, duly discharge this security.



Please note that for our mutual protection and to improve service standards, we may monitor and/or record telephone calls.

UCB Home Loans Corporation Limited (UCBHL) is a wholly owned subsidiary of Nationwide Building Society and is authorised and regulated by the Financial Conduct Authority under registration number 303556. Most buy-to-let mortgages are not regulated by the Financial Conduct Authority. You can confirm our registration on the FCA's website [fca.org.uk](https://www.fca.org.uk). Registered Office: Nationwide House, Pipers Way, Swindon, SN38 1NW. Registered in England. Company Registration Number 1063539.