

# Deed of postponement



Date of this Deed: \_\_\_\_\_

The Borrower: \_\_\_\_\_

The Occupier: \_\_\_\_\_

The Property: \_\_\_\_\_

Lender: UCB Home Loans Corporation Ltd registered in England, number 1063539, of Nationwide House, Pipers Way, Swindon, Wiltshire, SN38 1NW

## WHEREAS

- A. The Lender intends to agree to make or continue to make a loan to the Borrower upon the security of a mortgage ("the Mortgage") over the Property securing the loan and any other money (including any further loans) due from the Borrower to the Lender.
- B. It is a term of the loan that the rights of any occupier of the Property will be postponed to the rights of the Lender under the Mortgage.
- C. The Occupier is or will be in occupation of the Property and has agreed to postpone such rights and interest as the Occupier may have or may acquire in the Property or to the occupation of the Property or in the proceeds of the sale of the Property whether by way of an overriding interest or otherwise ("the Occupier's Rights") to the rights of the Lender under the Mortgage.

## NOW THIS DEED WITNESSES

- 1. The Occupier consents to the creation and the registration (if appropriate) of the Mortgage.
- 2. The Occupier agrees that the Occupier's Rights shall be postponed and made subject to the rights of the Lender under the Mortgage of the successor in title or assignee of such rights.
- 3. The Occupier further agrees that the Lender shall be entitled to exercise any of its remedies under the Mortgage or at law without reference to the Occupier and in all respects in priority to the Occupier's Rights.
- 4. The Occupier acknowledges that the Lender may enforce its rights under the Mortgage by obtaining possession of the Property and by selling the Property to recover all sums owing to it.
- 5. The Occupier also acknowledges that he or she has received independent legal advice as to the effect of this deed.

## SIGNED AS A DEED AND DELIVERED

By the Occupier \_\_\_\_\_

in the presence of  
and whose signature  
is witnessed by \_\_\_\_\_

A SOLICITOR

of

Solicitor's Certificate:

I, \_\_\_\_\_, a Solicitor of  
hereby certify that I have explained the meaning and effect of this Deed of Postponement to the  
above named Occupier(s). In so far as is necessary I have advised the Occupier to take  
independent legal advice.