

Notice of Assignment and Charge of Leasehold Property England & Wales

To
(name and address of
landlord & all others to
whom this concerns)

NOTICE IS HEREBY GIVEN that by an assignment/transfer dated the Property

The Property
(address)

was assigned/transferred by the Vendor

Vendor

to the Borrower

Borrower

for all the unexpired residue of the term created by the lease detailed in the Schedule below (the "Lease"). In future the rent reserved by the Lease will be payable by the Borrower. Accordingly, rent demands and other communications for the attention of the Tenant should be sent to the Property and addressed to the Borrower.

NOTICE IS ALSO HEREBY GIVEN that, on the same date as the assignment/transfer referred to above, the Property was charged by the Borrower by way of legal mortgage to Magellan Homeloans, which is a trading name of Mars Capital Finance Limited of Ashcombe House, 5 The Crescent, Leatherhead, Surrey KT22 8DY (the "Lender").*

You are requested to:

- a) give notice to the Lender in the event of any default on the part of the Borrower in paying the rent or performing the tenant's covenants contained in the Lease;
- b) give 14 days prior notice to the Lender of any proceedings [to be] commenced in connection with exercising the landlord's rights under Section 146 of the Law of Property Act 1925;
- c) give 14 days prior notice to the Lender of any intention to exercise rights of peaceable re-entry (if any); and
- d) procure that the Lender's interest and the Borrower's interest in the Property be endorsed on the relevant building insurance policy forthwith upon receipt of this Notice of Assignment and Charge and to provide to the Lender a copy of the policy (**delete if insured by way of Lender Block Insurance Policy**).

Details of the Lease are contained in the Schedule overleaf. You are requested to give notice to the Lender in the event of any default on the part of the Borrower in paying the rent or performing the tenant's covenants contained in the Lease.

You are requested to acknowledge receipt and agree to the above terms and requests by signing and returning one copy of this notice.

* All references to the "Lender" include successors, assignees and transferees (whether legal or equitable or whether by absolute assignment or by way of novation or by way of security only) and those deriving title under it or them.

THE SCHEDULE

Date of Lease

Parties (1)

Parties (2)

Borrower's name

Dated this day of 20

Signed (Solicitors for the Lender and Borrower):

Firm and address:

ACKNOWLEDGMENT OF RECEIPT

Please return one copy of this Notice to:

**Solicitors for the
Lender
(address and
reference)**

I/We acknowledge receipt of and agree to comply with the terms and requests set out in a Notice of Assignment and Charge which the above is a duplicate.

Dated this day of 20

Signed (Landlord / Landlords Solicitor)