

Mortgage Deed

England & Wales

Date	
Lender	Magellan Homeloans which is a trading name of Mars Capital Finance Limited of Ashcombe House, 5 The Crescent, Leatherhead, Surrey, KT22 8DY and its 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.
Borrower	
Mortgage Conditions	Magellan Homeloans Residential Mortgage Conditions (England & Wales) (Oct'16)
Property	
HMLR Title Number	
Account Number	
Reference Number	

1. This Deed incorporates the Mortgage Conditions and the terms and conditions set out in the Mortgage Offer (as defined in the Mortgage Conditions), copies of which the Borrower confirms they have received and with which the Borrower agrees to comply. Unless otherwise defined in the box above, expressions and definitions contained in the Mortgage Conditions shall have the same meaning as defined in this Deed.
2. The Borrower with full title guarantee charges the Property and all the Borrower's respective interests and rights in the Property and in the proceeds of sale of the Property, by way of legal mortgage and as continuing security for the payment of: (a) the Amount Owed (as defined the Mortgage Conditions); and (b) any other sums the Borrower and the Lender agree are to be secured by this Deed.
3. This Deed is made for securing (amongst other sums) further advances however the Lender is not obliged to make further advances.
4. In addition, the Borrower with full title Guarantee assigns to the Lenders the Property Rights (as defined in the Mortgage Conditions) as continuing security for the payment of all monies and liabilities secured by this Deed.
5. Any Life Policy that the Borrower deposits with the Lender is included in this Deed and charged by the Borrower in favour of the Lender accordingly as continuing security for the payment of all monies and liabilities secured by this Deed.
6. The Borrower acknowledges receipt of the initial loan advance made under the Mortgage Agreement (as defined in the Mortgage Conditions).
7. The Lender and the Borrower agree that this Deed may be destroyed at any time by H.M. Land Registry and that an Official Copy issued by H.M. Land Registry will be acceptable evidence for all purposes as if it was the original.
8. The Borrower applies to the Chief Land Registrar to enter the following restriction on the title to the Property: "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 Mars Capital Finance Limited referred to in the Charges Register."

**SIGNED AS A DEED by the Borrower
in presence of a Witness**

Signature of Borrower

Witness (signature).....

Name.....

Address.....

.....

**SIGNED AS A DEED by the Borrower
in presence of a Witness**

Signature of Borrower

Witness (signature).....

Name.....

Address.....

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Form of charge filed at HM Land Registry under reference MDI367C