

Deed of Consent

England & Wales

This is an important legal document. Once you have signed it you will become legally bound by its terms. We strongly recommend you obtain legal advice from a solicitor independent of the Borrower before you sign this document.

Date	
Borrower(s) Full Name	
Lender	Magellan Homeloans which is a trading name of Mars Capital Finance Limited. Mars Capital Finance Limited is authorised and regulated by the Financial Conduct Authority (FCA register number 459016). Registered in England & Wales under company No. 5859881. Registered office: Ashcombe House, 5 The Crescent, Leatherhead, Surrey KT22 8DY.
Mortgage Account No.	
Property	
Occupier Full Name	
Relationship to Borrower	

The Lender proposes to make a loan and such further advances as the Lender may decide to the Borrower secured by a mortgage deed over the Property (together with certain assets relating to the Property) (the "Mortgage") and I the Occupier:

- consent to the Borrower creating the Mortgage in favour of the Lender over the Property and to the loan advance and any further advances made by the Lender to the Borrower from time to time;
- agree that the Mortgage and all money and liabilities secured by it shall have priority over:
 - any estate, interest or rights in the Property; and
 - the proceeds of sale of the Property (including any charge arising in respect of my matrimonial home rights by virtue of section 31 of the Family Law Act 1996)to which I may now or at a later date be entitled;
- charge all my estate, interest and rights in the Property and the proceeds of sale of the Property to the Lender as a continuing security for the payment of all money and liabilities secured by the Mortgage;
- agree not to assert or maintain any estate, interest or right in the Property adverse to the Lender or that would obstruct, delay or hinder the orderly realisation of the Lender's security;
- agree that I will immediately vacate the Property and give up possession of it to the Lender on written request from the Lender;
- agree that none of the above shall in any way be affected by the giving of time or other indulgence to or any arrangement with the Borrower or any other matter whatsoever;
- agree that the Lender may at any time transfer, charge, deal, assign or otherwise dispose of its interests in the Mortgage;

- 8 agree to sign any additional document in favour of the Lender which the Lender may reasonably require to give effect to this Deed;
- 9 irrevocably and by way of security appoint the Lender, any duly appointed agent of the Lender and/or receiver appointed by the Lender jointly and severally as my attorney, in my name, on my behalf and in such a manner as the attorney in their absolute discretion think fit, to execute any document or to take any other action to give effect to this Deed or any of the Lender's rights under the Mortgage. At the Lender's request, I shall promptly ratify all such actions taken; and
- 10 confirm that I have read the above and have taken independent legal advice from a solicitor who I instructed to give me independent legal advice on the effect of signing this Deed.

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation.

SIGNED AS A DEED BY

Signature of Occupier

In the presence of:
Witness (signature).....

Witness Name.....

Witness Address.....

.....
Date.....

[Please note: witnesses must be aged 18 years or over and not be a spouse, civil partner or co-habitee of the Borrower or Occupier.]

To be completed by Solicitor providing independent advice:

I confirm that, prior to the Occupier signing this Deed, I was instructed by the Occupier to give them independent legal advice about the effect of signing this Deed, and I have advised and explained to the Occupier, without the Borrower being present, the contents, the nature, the legal and practical effect and the risks of the Mortgage and the Deed as set out above. I also confirm that, before I gave that advice, I had been provided with what appeared to me to be all the relevant information, including the mortgage offer, the mortgage conditions and financial information about the Borrower which would be relevant to the risk being undertaken by the Occupier in the event that they did have an interest in the Property.

The Occupier has informed me that he/she wishes to proceed with the transaction. I am satisfied that the Occupier understood the nature and extent of his/her/their obligations under this Deed and the effect, impact and risk of it before executing it.

The Occupier has authorised me to provide you with this confirmation.

Date	
Signature (solicitor)	
Name of Solicitor	
Firm	
Address	