

# Mortgage Deed

## England & Wales

<b>Date</b>	
<b>Lender</b>	<b>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).</b>
<b>Borrower</b>	
<b>Mortgage Conditions</b>	<b>Magellan Homeloans Mortgage Conditions (England &amp; Wales)(July 2013)</b>
<b>Property</b>	
<b>HMLR Title Number</b>	

1. This Deed incorporates the Mortgage Conditions and the terms and conditions set out in the Mortgage Offer, copies of which the Borrower confirms they have received and with which the Borrower agrees to comply.
2. The Borrower with full title guarantee (i.e. the Borrower is free to dispose of the Property free of all charges, encumbrances and adverse rights), 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 with the payment of all monies payable by the Borrower to the Lender on any account whatsoever and the performance of all other obligations at any time owed by the Borrower to the Lender.
3. This Deed is made for securing further advances however the Lender is not obliged to make further advances.
4. Any Life Policy that the Borrower deposits with the Lender is included in this Mortgage and charged accordingly as security for all monies secured by the Mortgage.
5. 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.
6. 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.....

.....  
**Form of charge filed at HM Land Registry under reference MDI367B**