

## **DEED OF POSTPONEMENT**

THIS DEED OF POSTPONEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ BETWEEN  
**The Royal Bank of Scotland plc**, Mortgage Operations, PO Box 123, Greenock, PA15 1EF ("the Bank" which expression shall include its successors in title and assigns and those deriving title through or under it whether at law or in equity and whether by way of absolute assignment or by way of security only and whether in relation to the whole or to part) and

of

("the Postponing Lender").

### WHEREAS

1. By a Legal Charge dated \_\_\_\_\_ ("the Bank's Charge"),

\_\_\_\_\_ ("the Customer")

charged the Property known as

(HM Land Registry title number: \_\_\_\_\_) ("the Property") to the Bank to secure the monies and liabilities therein mentioned.

2. By a Legal Charge dated \_\_\_\_\_ ("the Postponing Lender's Charge") the Customer charged to the Postponing Lender the Property.

3. The parties to this Deed have agreed to regulate the priority between the Postponing Lender's Charge and the Bank's Charge as set out below.

### NOW THIS DEED WITNESSES as follows:

1. The Bank's Charge shall rank in priority to the Postponing Lender's Charge as a continuing security for the repayment to the Bank of the sum of £ \_\_\_\_\_ plus interest costs and charges.

2. The priorities conferred by this Deed shall not extend to any further monies advanced by the Bank in excess of the amount referred to in the previous paragraph.

- 3 Nothing contained in this Deed shall in any way prejudice the exercise by either the Postponing Lender or the Bank of any of their powers under their respective charges which shall remain in full force and effect as continuing securities.
- 4 The Postponing Lender undertakes not to assign or transfer their mortgage to any other person without first procuring that that person enters into a deed with the Bank upon the same terms as this Deed.
- 5 The Postponing Lender hereby consents to registration of the terms of this Deed against the title number of the Property at HM Land Registry.
- 6 This Deed shall be governed by and construed in accordance with English Law.

IN WITNESS of the above the Postponing Lender has this day signed this document as a deed.

Signed as a deed for and on behalf of the Postponing Lender

by \_\_\_\_\_ (full name of signatory)

Designation \_\_\_\_\_

Signature \_\_\_\_\_

in the presence of :

Witness's Name in full \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_

by \_\_\_\_\_ (full name of signatory)

Designation \_\_\_\_\_

Signature \_\_\_\_\_

in the presence of :

Witness's Name in full \_\_\_\_\_

Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Occupation \_\_\_\_\_