

DEED OF POSTPONEMENT (Scotland)

Definitions

Date: _____

Customer: _____

Bank: The Royal Bank of Scotland plc a public limited company incorporated in Scotland (Company number 083026), acting through its Mortgage Centre, Mortgage Operations, PO Box 123, Greenock, PA15 1EF and its successors in title and assignees and those deriving title through or under it whether by operation of law and whether by way of assignation and whether in relation to the whole or to part

Postponing Lender: _____

Property: _____

Bank's Standard Security: A standard security granted by the Customer over the Property in favour of the Bank dated _____ and recorded in the General Register of Sasines for the County of _____ on _____ OR registered in the Land Register under Title Number _____ on _____

Postponing Lender's Standard Security: A standard security granted by the Customer over the Property in favour of the Postponing Lender dated _____ and recorded in the General Register of Sasines for the County of _____ on _____
OR registered in the Land Register under Title Number _____ on _____

Priority Sum: £ _____ [in the case of a Flexible Choice mortgage with a Reserve Facility, insert the full amount of the initial advance plus the Reserve Facility] or any other sum agreed in writing between the Bank and the Postponing Lender in substitution for that amount, plus interest, costs and charges.

Considering that the Customer has granted the Postponing Lender's Standard Security and that the Postponing Lender has agreed that the Postponing Lender's Standard Security shall be postponed to the Bank's Standard Security to the extent of the Priority Sum, the parties to this Agreement hereby agree and acknowledge that:

1. The Postponing Lender's Standard Security shall rank after and postponed to the Bank's Standard Security to the extent of the Priority Sum.
2. The ranking and priority set out in Clause 1 shall take effect notwithstanding the following:
 - 2.1. the nature of the securities created by the Bank and the Postponing Lender and the dates of execution and registration of them;
 - 2.2. the date or dates on which monies have been or may be advanced or become due, owing or payable under the Bank's Standard Security and the Postponing Lender's Standard Security;
 - 2.3. any fluctuation from time to time in the amounts secured by the Bank's Standard Security or the Postponing Lender's Standard Security including any of those amounts reducing to nil; and
 - 2.4. the provisions of Section 13 of the Conveyancing and Feudal Reform (Scotland) Act 1970.

3. Nothing contained in this Agreement shall in any way prejudice the exercise by either the Postponing Lender or the Bank of any of their powers under their respective securities which shall remain in full force and effect as continuing securities.
4. The Postponing Lender undertakes not to assign or transfer its mortgage to any other person without first procuring that the person enters into a Deed of Postponement with the Bank upon the same terms as this Agreement.
5. This Agreement shall be governed by and construed in accordance with Scots Law.

IN WITNESS WHEREOF this Agreement consisting of this and the preceding page(s) are executed as follows:

SUBSCRIBED for and on behalf of the Postponing Lender at _____

Date: _____

by _____ (insert signatory's name in block capitals)

Occupation/Designation _____

Signature _____

in the presence of:

Witness's Name in full _____

Witness's Signature _____

Address _____

Occupation _____

SUBSCRIBED for and on behalf of the Postponing Lender at _____

Date: _____

by _____ (insert signatory's name in block capitals)

Occupation/Designation _____

Signature _____

in the presence of:

Witness's Name in full _____

Witness's Signature _____

Address _____

Occupation _____
