

CERTIFICATE OF TITLE

To: Market Harborough Building Society - as above
MHBS account number:
Borrower(s) full names:
Property/s to be mortgaged including postcode:
Title number(s):
Mortgage advance
Price stated in transfer:
Completion date:
Conveyancer's name: address: Telephone number:
Conveyancer's reference:
Conveyancer's bank name: Bank address: Sort code: _ _ - _ _ - _ _ Account number: _ _ _ _ _ _ _ _
Date of instructions:

WE THE CONVEYANCERS NAMED ABOVE CERTIFY as follows:

- 1) If so instructed, we have checked the identity of the Borrower (and anyone else required to sign the mortgage deed or other document connected with the Mortgage) by reference to the document or documents precisely specified in writing by you.
- 2) Except as otherwise disclosed to you in writing:
 - i) we have investigated the title to the Property, we are not aware of any other financial charges secured on the Property which will affect the Property after completion of the Mortgage and, upon completion of the mortgage, both you and the mortgagor (whose identity has been checked in accordance with paragraph (1) above) will have good and marketable title to the Property and to appurtenant rights free from prior mortgages or charges and from onerous encumbrances which title will be registered with absolute title;
 - ii) we have compared the extent of the Property shown on any plan provided by you against relevant plans in the title deeds and /or the description of the Property in any valuation which you have supplied to us, and in our opinion there are no material discrepancies;
 - iii) the assumptions stated by the valuer about the title (its tenure, easements, boundaries and restrictions on use) in any valuation which you have supplied to us are correct;
 - iv) if the Property is leasehold the terms of the lease accord with your instructions, including any requirements you have for covenants by the Landlord and/or a management company and/or by a deed of mutual covenant for the insurance, repair

- and maintenance of the structure, exterior and common parts of any building of which the Property forms part, and we have or will obtain on or before completion a clear receipt for the last payment of rent and service charge;
- v) we have received satisfactory evidence that the buildings insurance is in place, or will be on completion, for the sum and in the terms required by you;
 - vi) if the Property is to be purchased by the Borrower:
 - a) the contract for sale provides for vacant possession on completion;
 - b) the seller has owned or been the registered owner of the Property for not less than six months;
 - c) we are not acting on behalf of the seller;
 - vii) we are in possession of: (A) either a local search or local search insurance and (B) such other searches or search insurance as are appropriate to the Property, the mortgagor and any guarantor, in each case in accordance with your instructions;
 - viii) nothing has been revealed by our searches and enquiries which would prevent the Property being used by any occupant for residential purposes;
 - ix) neither any principle nor any other solicitor in the practice giving this certificate nor any spouse, child, parent, brother or sister of such a person is interested in the Property (whether alone or jointly with any other) as mortgagor.
 - x) the legal and beneficial interests in the Property are vested in the Borrower.

WE:

- a) undertake, prior to use of the Mortgage Advance, to obtain in the form required by you the execution of a mortgage and a guarantee as appropriate by the persons whose identities have been checked in accordance with paragraph (1) above as those of the Borrower, any other person in whom the legal estate is vested and any guarantor; and, if required by you:
 - to obtain their signatures to the forms of undertaking required by you in relation to the use, occupation or physical state of the Property;
 - to ask the Borrower for confirmation that the information about occupants given in your mortgage instructions or offer is correct; and
 - to obtain consents in the form required by you from any existing or prospective occupier(s) aged 17 or over of the Property specified by you or of whom we are aware;
- b) have made or will make such Bankruptcy, Land Registry or Land Charges Searches as may be necessary to justify certificate no.

(2) (i) above:

- c) will within the period of protection afforded by the searches referred to in paragraph (b) above:
 - i) complete the mortgage;
 - ii) arrange for stamping of the transfer if appropriate;
 - iii) deliver to the Land Registry the documents necessary to register the mortgage in your favour and any relevant prior dealings;
- iv) effect any other registrations necessary to protect your interests as mortgagee;
- d) will despatch to you such deeds and documents relating to the Property as you require with a list of them in the form prescribed by you within ten working days of receipt by us of the title information documents from the Land Registry;
- e) will not part with the Mortgage Advance (and will return it to you if required) if it shall come to our notice prior to completion that the Property will at completion be occupied in whole or in part otherwise than in accordance with your instructions;
- f) will not accept instructions, except with your consent in writing, to prepare any lease or tenancy agreement relating to the Property or any part of it prior to despatch of the title information document to you;
- g) will not use the Mortgage Advance until satisfied that, prior to or contemporaneously with the transfer of the Property to the mortgagor, there will be discharged (A) any existing mortgage on property the subject of an associated sale of which we are aware and (B) any other mortgages made by a lender identified by you secured against a property located in England or Wales where you have given either an account number or numbers, or a property address;
- h) will notify you in writing if any matter comes to our attention before completion which would render the certificate given above untrue or inaccurate and, in those circumstances, will defer completion pending your authority to proceed and will return the Mortgage Advance to you if required;
- i) we confirm that we have complied, or will comply, with your instructions in all other respects to the extent that they do not extend beyond the limitations contained in the solicitors code of conduct 2011 chapter 3 Conflicts of Interest.

OUR duties to you are limited to the matters set out in this certificate and we accept no further liability or responsibility whatsoever. The payment by you to us (by whatever means) of the Mortgage Advance or any part of it constitutes acceptance of this limitation and any assignment to you by the Borrower of any rights of action against us to which the Borrower may be entitled shall take effect subject to this limitation.

Signed on behalf of

The Conveyancers

Name of Authorised Signatory

Qualification of Authorised Signatory

Date of signature