

## DEED OF PRIORITY

DATED:

<b>The Society:</b> Market Harborough Building Society of Welland House, The Square, Market Harborough LE16 7PD
<b>The First Mortgagee:</b>
<b>The Mortgagor:</b>
<b>The Property:</b>
<b>The First Mortgage:</b> The mortgage of the Property by the Mortgagor in favour of the First Mortgagee dated
<b>The First Mortgagee's Priority Debt:</b> £ ( ) plus costs and expenses incurred by the First Mortgagee in enforcing the First Mortgage or exercising any powers under it

### BACKGROUND

- A. The Society proposes to take a second charge over the Property (the **Society's Mortgage**).
- B. The Society and the First Mortgagee (together, the **Lenders**) have agreed to enter into this deed to regulate the priorities of their respective charges (together, the **Charges**).

### AGREED TERMS

1. The Charges shall rank in the following order of priority:
  - 1.1 first, to the extent of the First Mortgagee's Priority Debt, the First Mortgage;
  - 1.2 second, the Society's Mortgage;
  - 1.3 third, the balance (if any) of the amount owed to the First Mortgagee under the First Mortgage.
2. The proceeds of any enforcement of the First Mortgage or the Society's Mortgage, as the case may be, shall be distributed so as to give effect to the ranking set out in clause 1.
3. If either Lender wishes to appoint a receiver of the Property or to exercise its power of sale or otherwise enforce its Charge, then it will so far as practicable inform the other Lender of its intention to do so and will endeavour to agree with the other Lender on the method by which the Charges will be enforced, but this shall in no way restrict or limit the Lenders in relation to the exercise of their powers in relation to the Property.
4. No purchaser having any dealings with either Lender or any receiver appointed by either of them shall be concerned in any way with the provisions of this deed.
5. The Mortgagor has no rights under this Deed.

6. The First Mortgagee hereby consents to the registration of the Society's Mortgage and the terms of this Deed against the title number of the Property at the Land Registry.
7. This Deed shall be governed by and construed in accordance with English law and the courts of England and Wales have exclusive jurisdiction.

IN WITNESS of the above the parties have executed and delivered this document as a deed on the date appearing at the beginning of it.

The Seal of Market Harborough Building Society

was hereunto affixed by authority of the Board of Directors

in the presence of:

[Execution clause for First Mortgagee]