Account No.					MORTGA (Third Party F		
The Society:	MARKET HARBOROUGH BUILDING SOCIETY Welland House, The Square, Market Harborough, Leicestershire LE16 7PD						
Date:				Title Nu	mber:		
The Property:	Γhe	hold pro	perty at				
The Mortgagor:							
The Borrower:							
The Principal Mortgage Deed: The mortgage of the property known as dated and made between the Borrower and the Society.							
The Prior Charge					avour of	.] [None.]	
The Limit: £indebtedness und Conditions.					d any interest which hons and/or under t		

- 1. This Deed incorporates the Market Harborough Building Society Mortgage Conditions England and Wales (2016 edition) ("the Conditions"). The Mortgagor confirms receipt of a copy of the Conditions.
- 2. The Mortgagor with full title guarantee charges to the Society the Property (together with all buildings, erections, fixtures, fittings and materials for the time being on it or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it) by way of legal mortgage with the payment of all monies from time to time owing or payable by the Borrower to the Society under the Principal Mortgage Deed and the Conditions, and all monies from time to time owing or payable by the Mortgagor under this Deed and the Conditions, up to the amount of the Limit. The mortgage created by this Deed will be security for any further advances made by the Society to the Borrower but does not oblige the Society to make any further advances.
- The charge in clause 2 above is by way of first legal charge unless details of a Prior Charge are inserted above, in which case the charge is by way of second legal charge.
- 4. The security created by this Deed will not be discharged or affected by any of the following:
 - (a) any time, indulgence, waiver or consent the Society may give to the Borrower or any other person:
 - (b) any change to the terms and conditions of, or variation of the amount of, the Borrower's indebtedness to the Society;
 - (c) whether or not the Society demands payment from the Borrower or any other person;
 - (d) whether or not the Society enforces any other security or guarantee in respect of the Borrower's obligations;
 - (e) if the Society releases any security or guarantee in respect of the Borrower's obligations;
 - (f) if any persons comprising the Borrower or the Mortgagor become bankrupt; or
 - (g) anything else apart from the written release by the Society of the security created by this Deed.

Form of mortgage filed at the Land Registry under reference MD120K

- 5. The Mortgagor will not be entitled to redeem the security created by this Deed unless and until the Principal Mortgage Deed is redeemed.
- 6. If there is a Prior Charge, the Society shall also be entitled to enforce the security created by this Deed if any steps are taken to enforce the Prior Charge.
- 7. The Mortgagor covenants with the Society to observe and perform the obligations and covenants of the Mortgagor set out in the Conditions. However, any provisions relating to the insurance of the Property are subject to the rights of the lender under the Prior Charge (if any).
- 8. Condition 20.12 of the Conditions does not apply to the Mortgagor, and the liability of the Mortgagor under this Deed is limited to the value of the security provided under this Deed.
- 9. The Mortgagor applies to the Chief Land Registrar to enter the following restriction: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Market Harborough Building Society referred to in the Charges Register.

WARNING: THIS DOCUMENT IS IMPORTANT. BEFORE SIGNING IT YOU ARE REQUIRED TO OBTAIN INDEPENDENT LEGAL ADVICE AS TO YOUR LEGAL LIABILITIES UNDER IT. IF THE BORROWER DOES NOT KEEP HIS/HER/THEIR AGREEMENT WITH THE SOCIETY THEN YOU MAY LOSE YOUR PROPERTY. SIGN THIS DOCUMENT ONLY IF YOU WANT TO BE LEGALLY BOUND BY ITS TERMS.

IF YOU WISH TO PROCEED, YOUR SIGNATURE(S) MUST BE WITNESSED BY A SOLICITOR. THE CONFIRMATION OF ADVICE ON THE NEXT PAGE MUST ALSO BE COMPLETED.

Signed as a deed by the Mortgagor in the presence of witnesses:

Signature of each Mortgagor	Witnesses (signature, full name (in capitals), and address. Each Mortgagor's signature must be separately witnessed.
Mortgagor's signature:	Witness's signature:
Full name:	Witness's full name: Address:
Mortgagor's Signature:	Witness's signature:
Full name:	Witness's full name: Address:

CERTIFICATE OF EXECUTION AND CONFIRMATION OF LEGAL ADVICE

To: Market Harborough Building Society
I confirm that:
 I am a solicitor, legal executive or licensed conveyancer authorised to sign on behalf of the firm detailed below;
(b) acting on the instructions of * (the "Mortgagor"), I explained to the Mortgagor the nature and effect (including the practical consequences) of, and gave the Mortgagor independent lega advice on, this mortgage;
(c) I explained to the Mortgagor the terms of the mortgage and the risks of entering into it and made it clear that there is no obligation to accept the terms of the mortgage or to enter into it;
 (d) I am satisfied that the Mortgagor has understood the nature and consequences of the mortgage and has willingly entered into it;
(e) the mortgage was signed in my presence and I witnessed the Mortgagor's signature; and
(f) I have considered whether I have any conflict of interest and I am satisfied that I can act in the Mortgagor's best interests.
Signature
Name
Solicitor/Legal Executive/Licensed Conveyancer (delete as appropriate)
Name and address of firm
Date

3

*insert full name of mortgagor

To Market Harborough Building Society

I confirm	that
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(a)	I am a solicitor, legal executive or licensed conveyancer authorised to sign on behalf of the firm detailed below;
(b)	acting on the instructions of * (the "Mortgagor"), I explained to the Mortgagor the nature and effect (including the practical consequences) of, and gave the Mortgagor independent legal advice on, this mortgage;
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(d)	I am satisfied that the Mortgagor has understood the nature and consequences of the mortgage and has willingly entered into it;
(e)	the mortgage was signed in my presence and I witnessed the Mortgagor's signature; and
(f)	I have considered whether I have any conflict of interest and I am satisfied that I can act in the Mortgagor's best interests.
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Signatu	re
Name	
Solicito	/Legal Executive/Licensed Conveyancer (delete as appropriate)
Name a	nd address of firm
Date	

*insert full name of mortgagor