

DATED _____

_____ (1)

- and -

MARKET HARBOROUGH BUILDING SOCIETY

CROSS CHARGING DEED

Relating to property at [_____]

THIS DEED is made the _____ day of _____
BETWEEN [_____]
of [_____]

(hereinafter called "the Borrower") of the one part and MARKET HARBOROUGH BUILDING SOCIETY whose chief office is at The Square Market Harborough Leicestershire LE16 7PD (hereinafter called "the Society") of the other part and

WITNESSETH AS FOLLOWS:-

1. **IN** this Deed:
 - 1.1 "the First Property" means the property described in Part I of the First Schedule hereto
 - 1.2 "the First Legal Charge" means a legal charge dated as appears in Part II of the First Schedule hereto made between the Borrower (1) and the Society (2) whereby the Borrower charged the First Property to the Society to secure the monies (including further advances) therein mentioned
 - 1.3 "the Second Property" means the property described in Part I of the Second Schedule hereto
 - 1.4 "the Second Legal Charge" means a legal charge dated as appears in Part II of the Second Schedule hereto made between the Borrower (1) and the Society (2) whereby the Borrower charged the Second Property to the Society to secure the monies (including further advances) therein mentioned
2. **THE** Borrower with full title guarantee hereby charges to the Society the First Property and the Second Property together with all buildings erections fixtures fittings and fixed plant and machinery and materials for the time being erected thereon or to be erected thereon or fixed to or incorporated in all buildings erected or to be erected thereon and all improvements and additions thereto by way of legal mortgage with the payment of all monies from time to time owing or payable to the Society however and whatsoever whether actually or contingently upon any or otherwise owing or payable to the Society by the

Borrower or either of them in respect of the First Legal Charge and the Second Legal Charge or either of them.

- 2.1 **THE** Borrower hereby further agrees with the Society that any payments made by the Borrower or either of them to the Society may be credited by the Society to whichever account of the Borrower the Society shall decide in reduction of the capital balance or interest then outstanding on any such account.
- 2.2 **THIS** Deed embodies the Society's Mortgage Conditions 2007 Edition as if the same were set out herein in extensor and the rules of the Society save to the extent if at all that the same are varied by this Deed.

THE FIRST SCHEDULE

Part 1

The First Property

Part II

Date of the First Legal Charge

THE SECOND SCHEDULE

Part 1

The Second Property

Part II

Date of the Second Legal Charge

A legal charge of even date herewith (but executed before this Deed)

IN WITNESS whereof this Deed has been duly executed the day and year first before written

EXECUTED AND DELIVERED

As a Deed by the said
In the presence of:

]]]

.....

Witness signature:

Witness name:

Address:

.....

.....

Occupation:

EXECUTED AND DELIVERED

As a Deed by the said
In the presence of:

]]]

.....

Witness signature:

Witness name:

Address:

.....

.....

Occupation: