

Account No.

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**MORTGAGE DEED**  
**(Joint Borrower Sole Proprietor)**

<b>The Society:</b>	<b>MARKET HARBOROUGH BUILDING SOCIETY</b> <b>Welland House, The Square, Market Harborough,</b> <b>Leicestershire LE16 7PD</b>	
<b>Date:</b>		<b>Title Number:</b>
<b>The Property:</b>	The _____ hold property at _____	
<b>The Mortgagor:</b>		
<b>The Borrower:</b>		

1. This Deed incorporates the Market Harborough Building Society Mortgage Conditions England and Wales (2016 edition) ("the Conditions"). The Mortgagor and the Borrower each 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 this Deed and the Conditions, and all monies from time to time owing or payable by the Mortgagor under this Deed and the Conditions. 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.
3. 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.
5. The Mortgagor covenants with the Society to observe and perform the obligations and covenants of the Mortgagor set out in the Conditions.
6. The Borrower covenants with the Society to observe and perform the obligations and covenants of the Borrower set out in the Conditions.
7. 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 OR THE MORTGAGOR DO NOT KEEP HIS/HER/THEIR AGREEMENT WITH THE SOCIETY THEN THE MORTGAGOR MAY LOSE THEIR 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 and delivered as a deed by the Mortgagor in the presence of witnesses:**

<b>Signature of each Mortgagor</b>	<b>Witnesses (signature, full name (in capitals), and address. Each Mortgagor's signature must be separately witnessed.</b>
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:

**Signed and delivered as a deed by the Borrower in the presence of witnesses:**

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