
OTHER OCCUPIERS WAIVER FORM

(for use in the case of both registered and unregistered land)

The Occupier:

The Property:

The Mortgagor(s):

[The Borrower(s):] *[include this only if the Borrower and Mortgagor are not all the same person(s)]*

Advance: £

Society: Market Harbourough Building Society

1. The Society proposes to make the Advance to the Borrower upon the security of a legal charge over the Property (the **Legal Charge**).
2. The Occupier consents:
 - a) to the making of the Advance and any further advances by the Society
 - b) to the creation of the Legal Charge over the Property to secure the Advance and further advances.
3. The Occupier undertakes with the Society that:
 - a) s/he does not have an exclusive right to all or any part of the Property;
 - b) s/he is not a tenant of the Property and have never signed or been given a tenancy of the Property orally or in writing;
 - c) if it is found that s/he has any rights of occupation of the Property, those legal rights are waived by signing this form;
 - d) the Society will at all times have a stronger legal right to possession of the Property than the Occupier;
 - e) the Occupier will not claim any right of any sort in respect of the Property against the Society; and
 - f) the Occupier consents to any application the Society may make to the Land Registry to confirm that s/he does not have an overriding interest in the Property.

EXECUTED as a Deed

By the said: Dated: _____
(Occupier to sign) _____

In the presence of: Dated: _____
(Witness to sign) _____

Witness' name, address and occupation:
