

## DEED OF POSTPONEMENT

**26 Sovereign Street, Leeds, LS1 4BJ DX 12299**

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### DEED

DATED 200

### BETWEEN

- (1) LEEDS BUILDING SOCIETY of 26 Sovereign Street Leeds West Yorkshire  
("the Society")
- (2) [ ]  
[ ] ("the Lender")

### NOW THIS DEED WITNESSETH AS FOLLOWS:

1. In this deed the following words and phrases shall have the following meanings:

"the Property"	means all that freehold/leasehold property known as [ ]
"the Borrower"	means [ ] of [ ]
"the Society's Charge"	means a mortgage deed or legal charge of the Property dated [ ] and made between the Society (1) the Borrower (2)
"The Lender's Charge"	means a Legal Charge of the Property dated [ ] made between the Borrower (1) the Lender (2)

2. The Lender hereby agrees with the Society that the Lender's Charge shall insofar as it relates to the Property be postponed to the Society's Charge and that the Society's Charge shall have priority over the security constituted by the Lender's Charge to the limit of £ together with interest and costs as provided in the Society's Charge and any payments required by the Society as a condition for early repayment of the monies secured by the Society's Charge.
3. The parties hereto apply to the Chief Land Registrar to enter a note of this deed against the Register of Title of the Property.
4. It is agreed that both the Society's Charge and the Lender's Charge shall be continuing securities for the repayment of all monies and liabilities thereby respectively secured notwithstanding any fluctuations in the amount of money secured thereby from time to time or any credit balance on any account.

5. Each party acknowledges the right of the other to production of the charges granted to it and to delivery of copies thereof and hereby undertakes with the other for the safe custody thereof.
6. This Deed is governed by English Law and the parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

In witness whereof the parties hereto have executed this documents as a deed on the day and year first above written.

THE COMMON SEAL OF LEEDS )  
BUILDING SOCIETY )

was hereunto affixed in the presence of: )

By order of the Board of Directors

THE COMMON SEAL OF )

)

was hereunto affixed )

in the presence of: )