



Leeds Building Society

Deed of Postponement (Scotland)

26 Sovereign Street, Leeds LS1 4BJ

Deed – Acc No.

Dated –

BETWEEN

- (1) LEEDS BUILDING SOCIETY of 26 Sovereign Street, Leeds West Yorkshire LS1 4BJ ("the Society") including its successors, transferees, and assignees
- (2) _____ of _____ ("the Lender")

IT IS AGREED:

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

- "the Property"** means ALL and WHOLE the subjects known as and forming _____ registered at the Land Register of Scotland under Title Number _____
- "the Borrower"** means _____ of _____
- "the Society's Security"** means the standard security granted by the Borrower in favour of the **Society** over the Property and registered at the Land Register of Scotland on _____
- "the Lender's Security"** means the standard security granted by the Borrower in favour of the **Lender** over the Property and registered at the Land Register of Scotland on _____
- "the Further Advance"** means the additional borrowing of £ _____

“the Priority Amount” means the total of:
(a) the principal sum of £ ; plus
(b) the Further Advance

“the Securities” means together, the Society’s Security and the Lender’s Security

2. Considering that the Borrower has obtained or is to obtain from the Society, the Further Advance which will be secured by the Society’s Security, the Lender hereby agrees that the whole amount secured by the Lender’s Security (including any interest thereon and any expenses for which the Borrower is liable in connection therewith) shall rank after and be postponed to the Society’s Security to the Priority Amount (including all interest and fees, charges, costs and expenses for which the Borrower is liable in connection therewith).
3. It is agreed that the Securities shall remain as continuing security for the repayment of all monies and liabilities thereby respectively secured thereby and the ranking and priority set out in clause 2 hereof shall not be affected by:-
 - (a) the nature of the Securities, any provisions contained in the Securities and the dates of their execution and registration; and
 - (b) any fluctuations in the amount of money secured thereby from time to time or any credit balance on any account with either the Society or the Lender.
4. The Lender shall not assign or transfer the Lender’s Charge (or any right or interest under it) to any other person without first procuring that that person enters into a deed of postponement with the Society on the same terms as herein contained.
5. Each party acknowledges the right of the other to production of the Securities 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 the Law of Scotland and each party hereto irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts.

IN WITNESS WHEREOF these presents are executed as follows:-

Sealed with the Common Seal of Leeds Building Society and signed for and on its behalf as follows:-

At:

On:

By:

Signature – Authorised Signatory

Full Name – Authorised Signatory

Executed by the Lender as follows:-

At:

By:

On:

Signature – Authorised Signatory

Full Name – Authorised Signatory

In the presence of:

Signature – Witness

Full Name – Witness

Address – Witness