



Leeds Building Society

Deed of Postponement (England and Wales)

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”)

THIS DEED WITNESSES 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 _____ registered at HM Land Registry with title number _____

“the Borrower” means _____ of _____

“the Society’s Charge” means a mortgage deed or legal charge of the Property dated _____ made between the Society and the Borrower

“the Lender’s Charge” means a Legal Charge of the Property dated _____ made between the Borrower and the Lender

“the Further Advance” The additional borrowing of £ _____

*Select as appropriate

“the Priority Amount”

The total of:

- (a) the principal sum of £ original mortgage; plus
- (b) the Further Advance.

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 repayment of the Priority Amount together with all interest and fees, charges, and costs secured by the Society’s Charge.
3. The parties to this deed will apply to the Chief Land Registrar to enter a note of the priority effected by 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 and their priorities shall not be affected by any fluctuations in the amount of money secured thereby from time to time or any credit balance on any account.
5. 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 with the Society on the same terms as this Deed.
6. 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.
7. 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 document as a deed on the date written at the beginning of this deed.

Executed as a deed by affixing the common seal of Leeds Building Society in the presence of:

By order of the Board of Directors

Executed as a deed by affixing the common seal of

in the presence of:

Signature of Director:

Signature of [Director][Secretary]: