



**Leeds Building Society**

# Deed of Postponement (Northern Ireland)

26 Sovereign Street, Leeds LS1 4BJ

**Deed –**

**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”)

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**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 the Land Registry with Folio number(s) \_\_\_\_\_

OR  
means all that unregistered property known as \_\_\_\_\_

as more particularly described in \_\_\_\_\_  
dated \_\_\_\_\_

and made between \_\_\_\_\_

**"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

2. The Lender hereby agrees with the Society that the Lender's Charge shall 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 all interest and fees, charges, and costs secured by the Society's Charge.
3. 8. The parties to this Deed shall apply to the Registrar of Titles to enter a note of this Deed on the title to the Property at the Land Registry.  
OR  
The parties to this Deed shall apply to the Registrar of Deeds to enter a note of this Deed on the title to the Property at the Registry of Deeds.
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 Northern Irish Law and the parties irrevocably submit to the non-exclusive jurisdiction of the Northern Irish Courts.

**IN WITNESS** whereof the parties 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][Authorised Signatory]:

Signature of [Director][Authorised Signatory]: