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|  | Mortgage Deed |  |

**THIS IS AN IMPORTANT LEGAL DOCUMENT.   
WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.**

**IF THE SECURED AMOUNT IS NOT REPAID YOU MAY LOSE THE MORTGAGED PROPERTY.**

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| --- | --- |
| **Date** |  |
| **Borrower** | means: [*name*] of[*address*]  The term **borrower** includes that person’s executors and personal representatives and any person claiming any right or interest from or through the **borrower** or to whom title to the **property** passes. Where the **borrower** is more than one person, the term **borrower** shall mean all those persons. All obligations of the **borrowers** shall be treated as having been given by those persons jointly and severally. |
| **Mortgage account number** |  |
| **We** or **Us** or **Lender** | means Bluestone Mortgages Limited incorporated in England and Wales with company number 02305213 and having its registered office at Melbourne House, 44-46, Aldwych, London WC2B 4LL and any relevant **transferee**. |
| **Property** | means the [*tenure*] **property** known as: |
| **Title number** |  |
| **Conditions** | means the Bluestone General Mortgage Terms and Conditions 2015 (version 1) and any lawful variation thereof. |
| **Secured amount** | Has the meaning as defined in the conditions and includes the aggregate of the following amounts: the **mortgage loan**;the **expenses**;the **fees**,any tax or **interests** payable by the **borrower**, andany other amount due in accordance with the **offer** and/or the **conditions** (including, by way of example, the amounts due in respect of insurance premiums to be paid pursuant to **condition** 3.5.5.) |

# This mortgage deed incorporates the conditions and the borrower acknowledges receipt and confirms acceptance of the conditions and the offer. All terms and phrases shown in bold type have the meaning given to them in the conditions unless otherwise defined in this mortgage deed.

* 1. As continuing security for the payment of the **secured amount** the **borrower** charges, with full title guarantee and by way of legal mortgage, the **property**, any **receipt**, any **related right**, any addition or alteration relating to the **property**,anyright the **borrower** has under any **mortgage documents**, other agreements or guarantees relating to the **property** and the **related rights**,anyright, interest or claim in relation to damages or depreciation of the **property** and any other money at any time derived from the **property**.
  2. The **borrower** assigns to the **lender** all **receipts** and any claims and rights, now or in the future, ancillary to the ownership of the **property** including any rents and the benefit of any agreements, guarantees or indemnities, any membership rights, any right to compensation payable, and the right to any insurance proceeds payable in respect of damage to or destruction of the **property**.
  3. The **borrower** covenants to observe the **conditions** and the **offer**.
  4. This **mortgage deed** secures **further loans** but the **lender** is not obliged to make any.
  5. The **borrower** and the **lender** apply to the Chief Land Registrar to enter a restriction that in the proprietorship register forming part of the title to the property that “no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_\_\_\_\_\_ in favour of Bluestone Mortgages Limited referred to in the Charges Register”.

# This mortgage deed will take effect as a deed and is governed by English law.

I understand the liabilities and obligations in this **mortgage deed**, the **conditions** and the **offer**.

Signed as a deed by the **borrower**(s) in the presence of the witness(es) named below(who must be at least 18 years old and not a spouse, civil partner, relative or co-habitee of the **borrower**(s) or the occupier(s) of the **property**)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Signature of **borrower** |  |  | Signature of **borrower** |  |
| Signature of witness |  |  | Signature of witness |  |
| Full name of witness (in capitals) |  |  | Full name of witness (in capitals) |  |
| Address of witness |  |  | Address of witness |  |
|  |  |  |  |  |
| Signature of **borrower** |  |  | Signature of **borrower** |  |
| Signature of witness |  |  | Signature of witness |  |
| Full name of witness (in capitals) |  |  | Full name of witness (in capitals) |  |
| Address of witness |  |  | Address of witness |  |

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|  | **Get in touch if you need this document in Braille, large print or audio tape**  **W: bluestone.co.uk/mortgages | T: 0800 368 1833**  Lines open 9.00am - 5.30pm Monday to Friday. Calls may be recorded. Bluestone Mortgages Limited is authorised and regulated by the Financial Conduct Authority.  Registered in England and Wales No. 02305213 at First Floor, Melbourne House, Aldwych, London WC2B 4LL BM6 10/15 |