

# Legal charge of a registered estate.

## Joint Borrower Sole Proprietor Only.

This form should be accompanied by Form AP1 or Form FR1. If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Title number(s) of the Property. Leave blank if not yet registered.

2. Property

3. Date

4. Lender

Suffolk Building Society whose Head Office is at Freehold House, 6-8 The Havens, Ransomes Europark, Ipswich, Suffolk IP3 9SJ

5. Mortgagor (for entry on the register).

Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

6. Borrower. Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.

The Mortgagor and *[insert names and addresses of Borrowers other than Mortgagor]*

7. The Mortgagor with full title guarantee charges the Property by way of legal mortgage.

8. The Mortgagor applies to enter the following restriction in the proprietorship register of the registered estate:

Restriction: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated \_\_\_\_\_ in favour of Suffolk Building Society referred to in the charges register.

Form of Charge filed at HM Land Registry under reference MD096L

**Suffolk**

**Building**

**Society**

**9. Additional Provisions.**

1. In this deed:

1.1 "the Conditions" means the Suffolk Building Society Mortgage Conditions dated January 2019.

1.2 "the Rules" means the Rules of Suffolk Building Society for the time being in force.

2. By this Legal Charge, the Mortgagor charges by way of legal mortgage the Property to the Lender as continuing security with the payment of all monies and the discharge of all liabilities at any time and in any manner (whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity) owed to the Lender by the Borrower.

3. The Borrower agrees with the Lender that the Borrower will observe and perform the obligations and conditions in the Offer of Advance.

4. This Legal Charge incorporates the Conditions and the Agreement and (in relation to a Borrower who is an individual according to the Rules) the Rules as are for the time being in force.

5. The Borrower and the Mortgagor each acknowledges to have received a copy of the Conditions and of the Rules which relate to him/her and agrees to comply fully with them. The definitions in the Mortgage Conditions shall have the same meanings in this Legal Charge.

6. This Legal Charge is made for securing additional borrowing but the Lender is not obliged to make any additional borrowing.

**NOTICE TO BORROWER AND MORTGAGOR: THIS DEED IS IMPORTANT**

The Lender may become entitled to enforce its rights against the Property charged to it if you fail to pay money to the Lender in accordance with the terms of this document, the Conditions and the Rules. The Lender strongly recommends that you seek and take independent legal advice before signing.

**Execution:** The Mortgagor and the Borrower must execute this charge as a deed using the space below. If there is more than one Borrower or Mortgagor all must execute.

**Signed as a Deed by the Mortgagor and the Borrower in the presence of the witness:**

Signature of Mortgagor

Signature of Witness

\_\_\_\_\_

\_\_\_\_\_

Name (in BLOCK CAPITALS) and address of Witness

\_\_\_\_\_

Signature of Mortgagor

Signature of Witness

\_\_\_\_\_

\_\_\_\_\_

Name (in BLOCK CAPITALS) and address of Witness

\_\_\_\_\_

Signature of Borrower

Signature of Witness

\_\_\_\_\_

\_\_\_\_\_

Name (in BLOCK CAPITALS) and address of Witness

\_\_\_\_\_

Signature of Borrower

Signature of Witness

\_\_\_\_\_

\_\_\_\_\_

Name (in BLOCK CAPITALS) and address of Witness

\_\_\_\_\_

**Suffolk**

**Building Society**

Suffolk Building Society, Freehold House, 6-8 The Havens,  
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