



**OCCUPIER'S CONSENT AND POSTPONEMENT DEED**

**This is an important document, you should take legal advice before signing. If you sign and the Bank is not paid you may lose any interest you may have in the Property.**

<b>Dated:</b>	
<b>Bank:</b>	The Royal Bank of Scotland plc
<b>Mortgage:</b>	Means a legal charge by the Owner in favour of the Bank to secure all sums due to the Bank from time to time.
<b>Occupier:</b>	
<b>Owner:</b>	
<b>Property:</b>	

- 1 In consideration of the Bank agreeing to make a mortgage advance available to the Owner on the security of the Mortgage, the Occupier, being a person who is or will be in occupation of the Property, consents to the Mortgage and ;
  - 1.1 acknowledges that the Bank may without further consent make further advances to the Owner;
  - 1.2 agrees that the Mortgage will rank before and in priority to any interest the Occupier may have now or in future in the Property or its proceeds of sale; and
  - 1.3 agrees that the Occupier will not maintain any right or interest in the Property and will immediately on request by the Bank vacate the Property to enable the Bank to exercise its rights under the Mortgage or general law free from any interest of the Occupier.
- 2 The Occupier acknowledges that prior to signing this deed the Occupier has been advised by the Bank to take independent legal advice and has been given an opportunity to do so.

Signed as a deed by the Occupier in the presence of the Witness (who must add details of firm if a solicitor, licensed conveyancer, or Fellow of the Institute of Legal Executives who is employed by a Solicitor):-

\_\_\_\_\_ Occupier

\_\_\_\_\_ Witness's name in full

\_\_\_\_\_ Signature

\_\_\_\_\_ Name of Firm

\_\_\_\_\_ Address

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