

**Letter of Consent and Postponement by Deed**

To **HSBC UK BANK PLC trading as First Direct**

**I  
of**

refer to the mortgage ("the Mortgage") over the Property known as

and (where applicable) other assets ("Assets") as set out in the Mortgage.

I understand that:

- (a) the Mortgage is, or will be, in the form, or substantially in the form, with this Deed; and
- (b) HSBC UK Bank plc ("the Bank") has been asked to provide banking facilities on the security of the Mortgage; and
- (c) the Mortgage is, or will be, continuing security for the Debt as set out in the Mortgage.

To support the security which the Bank has, or will have, under the Mortgage:

- 1. I consent to the Property and Assets being charged to the Bank on the terms of the Mortgage.
- 2. I postpone any present or future right or interest (including, where applicable, any right of occupation and any charge arising under the Family Law Act 1996 or any similar law) which I may have in or to the Property and Assets to the Bank's rights and interest under the Mortgage.
- 3. I will not maintain against the Bank any right or interest mentioned in clause 2 above and will give possession of the Property and Assets to the Bank if it exercises its rights under the Mortgage.
- 4. I agree that:
  - a. the benefit of this Deed may be transferred to, and enforced by, anyone who has the benefit of the Mortgage.
  - b. this Deed will not be affected by
    - (i) any giving of time, variation, release, waiver or other arrangement which the Bank may agree with the Mortgagor or anyone else regarding the Debt, the Mortgage or any other security; or
    - (ii) refraining from perfection or enforcement of the Debt, the Mortgage or any other security.
- 5. If anything in this Deed is or becomes invalid or unenforceable the rest will not be affected or impaired.

**IMPORTANT - PLEASE READ BEFORE SIGNING**

- **By signing this Deed, you put at risk any interest you have in the Property and Assets, possession of which you may have to give up to the Bank.**
- **You must read this Deed and the Mortgage (and, where applicable, the Mortgage Deed Conditions which are part of it) carefully on your own, and be sure you understand them.**
- **The Bank strongly recommends that you take independent legal advice.**
- **This Deed postpones your interest to the Mortgage and the Debt secured by it.**

6. I confirm that we have read and understood the above.

In witness of the above, this document, which is intended to take effect as a Deed, has been duly executed

and is now delivered on the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED BY ME AS A DEED:

Signature: \_\_\_\_\_

In the presence of: \_\_\_\_\_ (Block letters)

Signature of Witness: \_\_\_\_\_

Address of Witness: \_\_\_\_\_

Occupation: \_\_\_\_\_