

HSBC UK Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Mortgage Deed Conditions Northern Ireland (2018 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC UK Bank official.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debt may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Bank Reference:

THIS DEED is made the _____ day of _____ 20____

BETWEEN

Mortgagor: Mortgagor 1 name of Mortgagor 1 Address
 Mortgagor name and address (Delete if not required)
 Mortgagor name and address (Delete if not required)
 Mortgagor name and address (Delete if not required) ("you");

and **HSBC UK Bank plc** ("the Bank") whose address for service is: HSBC UK Bank plc trading as First Direct, 40 Wakefield Road, Leeds LS98 1FD.

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in **the separate document called the HSBC UK Bank plc Mortgage Deed Conditions Northern Ireland (2018 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

- 1.1 As beneficial owner, you, and if there is more than one of you, each of you, hereby demise, assign, grant and convey by way of legal mortgage to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it) all your rights, title, estate and other interests in each of the properties referred to in the schedule ("the Property") together with all buildings, structures, fixtures and fittings (including trade fixtures and fittings but excluding in the case of leasehold property, landlord's fixtures) and fix plant and machinery to the extent now therein or thereon TO HOLD such of the same as are of leasehold tenure unto the Bank for residue now unexpired of the term of years for which the same are held by you EXCEPT the last ten days of any such term and TO HOLD such of the same as are freehold tenure unto the Bank for the term of ten thousand years from the date hereof.

- 1.2 As beneficial owner, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer, to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):
 - (a) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - (b) any shares or membership rights mentioned in paragraph 3 of the Condition;
 - (c) any goodwill of any business from time to time carried on at the Property;
 - (d) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
 - (e) any other payment whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, surrender, reconvey, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit financial accommodations or other facility to the Borrower.

2. The Debt which is secured on the Property and other assets

The Debt ("the Debt") is:

- (a) all money and liabilities whatever, whenever and however incurred, and whether now or in the future due, or becoming due, from you to the Bank.

This includes but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (i) overdrafts, personal and other loans or facilities and further advances of money;
- (ii) guarantees and indemnities to the Bank and any of the your other contingent liabilities;
- (iii) discount, commission and other lawful charges and expenses;
- (iv) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the - Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.

- (b) money agreed to be paid by you under paragraph 25 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between you and the Bank.

3. Reversionary Interest

You shall stand seized of or entitled to the reversion immediately expectant upon the term hereby granted in the Property for the Bank and to assign, convey, and dispose thereof as the Bank may direct and it is hereby declared that the Bank may at any time or times after the security hereby constituted shall have become enforceable, remove you or any other person from being a trustee under the declaration of trust hereinbefore declared and on the removal of you or any future trustee or trustees as aforesaid may by deed appoint some new trustee or trustees in place of you or such future trustee or trustees.

4. Attornment

You hereby attorn and become tenants at will to the Bank of the Property but this shall not be deemed to constitute the Bank as mortgagee in possession or prevent the Bank at any time after the power of the sale hereunder has become exercisable from entering on or taking possession of the Property or part or parts thereof and so determining the tenancy hereby created.

5. Inhibition (if registered land)

If the title to the property is subject to compulsory registration and this mortgage is to be registered as a charge against the property in the Land Registry of Northern Ireland you, as the registered owner consent to the registration of an inhibition against the new folio in the following terms:

“Except under an Order of the Registrar no disposition by the registered owner of the land is to be registered or noted without the consent of the registered owner of the Legal Mortgage dated _____ in favour of HSBC UK Bank plc referred to in Part 3 of the Register”.

The First Schedule Referred to Above

Unregistered Title

All the property(ies) now vested in the Mortgagor and comprised in the Deeds as referred to below:

Short Description of the Property	Deed	Date	Parties
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ALL THAT the hereditaments and premises comprised in.

IMPORTANT - PLEASE READ THE NOTES ON THE COVER AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

IN WITNESS, of the above, this Deed which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

Signed sealed and delivered
by the said: Mortgagor 1
in the presence of:

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signed sealed and delivered
by the said: Mortgagor 2
in the presence of:

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signed sealed and delivered
by the said: Mortgagor 3
in the presence of:

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signed sealed and delivered
by the said: Mortgagor 4
in the presence of:

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

Signature of witness _____

Full name of witness _____
(Block letters)

Address

Occupation

For and on behalf of HSBC UK Bank plc
