

## DEED OF CONSENT

<b>Mortgage Account Number:</b>	<b>Date:</b>
<b>You (the Occupier):</b> (insert full name)	
<b>We/us (the Lender):</b>	<b>Platform Funding Limited</b>
<b>The Borrower(s):</b> (insert full name(s))	
<b>The Property:</b>	
<b>Postcode:</b>	

We propose to make a loan (the "Loan") to the Borrower on the security of a mortgage (the "Mortgage") over ("the Property") and may make further Advances upon the security of the mortgage.

You will be occupying the Property and you **have agreed to postpone any rights or interests in the Property** which you may have or which you may acquire **to our rights and interests under the Mortgage**. You confirm that **you do not have a tenancy of the property**.

1. You, in consideration of the Advance, **consent** to us making the loan and any Further Advances and to the creation and (if appropriate) the registration of the Mortgage and the agreements by you contained in this Deed;
2. You **agree** with us that **any rights or interests you may have or which you may acquire** after the date of this Deed (INCLUDING OVERRIDING INTERESTS OR OTHERWISE) in, over or to occupy the Property (WHETHER ARISING FROM AGREEMENT, STATUTE, COMMON LAW OR OTHERWISE) shall be **postponed, released and made subject to our rights and interests under the Mortgage**;
3. You **agree** that you will immediately vacate the Property and give up possession of the Property to us if we exercise our rights under the Mortgage;
4. You **agree** that we shall be entitled to exercise any remedies under the Mortgage, or under the general law, without reference to you and in all respects in priority to, and so as to override, any rights or interests which you may have in the Property or your right of occupation or right to share in the proceeds of sale of the Property;
5. You **agree** that none of the matters referred to above shall be affected in any way by any time or arrangement with the Borrower or by anything else whatever; and
6. You **agree** that we may from time to time assign, transfer, charge or otherwise dispose of our interest in the Mortgage without obtaining any further consent from you or from the Borrower or giving notice to you or to the Borrower and you acknowledge that the provisions of this deed shall be for the benefit of our successors, assignees and transferees or anyone deriving title through us.

**IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS DOCUMENT**

By signing this deed, you postpone any interest which you may have in the Property to the security for the Borrower's liabilities to us.

The Property may be sold and your interest in any proceeds of sale applied in repayment of the Borrower's liabilities to us.

If you decide to sign this document, you should sign it in front of a witness, who should be your solicitor.

This deed is separate from and is not limited by, any guarantee, mortgage or security which you or anyone else may already have given us or which may be given in the future.

I confirm that I understand the contents and effect of this Deed having taken independent legal advice in relation to the same.

Signed (as a deed) and delivered on the date stated above:

**SIGNED AS A DEED by**

\_\_\_\_\_

in the presence of:

\_\_\_\_\_

Signature of Witness:

\_\_\_\_\_

Name of Witness:

\_\_\_\_\_

Address of Witness:

\_\_\_\_\_

Occupation of Witness:

Solicitor

**CONFIRMATION OF WITNESS:**

I confirm that prior to the execution of this deed I explained its contents and effect to the Occupier who informed me that he/she understood the same.

Signature of Witness:

\_\_\_\_\_

Name of Witness:

\_\_\_\_\_

Address of Witness:

\_\_\_\_\_

Occupation of Witness:

Solicitor