

## DEED OF PRIORITY

**Mortgage Account No:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**The Existing Mortgagee:** \_\_\_\_\_

**The Company:** **PLATFORM FUNDING LIMITED.** \_\_\_\_\_

**The Borrower:** \_\_\_\_\_

**The Property:** \_\_\_\_\_

**Postcode:** \_\_\_\_\_

The Existing Mortgagee has a mortgage over the Property contained in a mortgage dated \_\_\_\_\_ (the "Existing Mortgage").

The Company proposes to make an advance to the Borrower on the security of a mortgage (the "New Mortgage") over the Property.

**THIS DEED WITNESSES** as follows:

1. The Existing Mortgagee agrees that the Existing Mortgage shall be postponed to the New Mortgage and that the New Mortgage shall rank in priority to the Existing Mortgage as a continuing security for payment to the Company of the Principal Sum of £ \_\_\_\_\_ plus interest, costs, and other charges referred to in the New Mortgage. The priority of the New Mortgage shall not be affected by any fluctuations in the amount from time to time owing or incurred to the Company.
2. The parties agree that nothing contained in this deed shall as between the Borrower and the Existing Mortgagee affect or prejudice any of the rights or remedies of the Existing Mortgagee under the Existing Mortgage, which shall remain in full force and effect subject only to the postponement of the Existing Mortgage effected by this deed.
3. This deed shall be governed and construed in accordance with the law of England and the parties to this deed irrevocably submit to the jurisdiction of the English Courts.
4. References to the Company include its successors, assignees and transferees (whether legal or equitable, by absolute assignment, by way of novation or by way of security).

**Signed as a deed by the parties and delivered on the date stated above:**

**SIGNED AS A DEED BY**

\_\_\_\_\_  
(Print name)

As attorney for Platform Funding Limited

\_\_\_\_\_  
(Sign name)

As attorney for Platform Funding Limited

**in the presence of:**

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

Name of Witness: \_\_\_\_\_

Address of witness: Exchange Tower, 2 Harbour Exchange Square,  
\_\_\_\_\_

London, E14 9FR  
\_\_\_\_\_

Occupation of witness: \_\_\_\_\_

**SIGNED AS A DEED BY** \_\_\_\_\_

director

And by \_\_\_\_\_

director/secretary

For and on behalf of \_\_\_\_\_

(existing Mortgagee)

**in the presence of:**

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

Name of Witness: \_\_\_\_\_

Address of witness: \_\_\_\_\_  
\_\_\_\_\_

Occupation of witness: \_\_\_\_\_