Deed of priority

This Deed is made on the Date between the Second Mortgagee and the Lender and is supplemental to the Borrower's Mortgage with the Lender. All capitalised terms in this Deed have the meaning given to them in the CHL Mortgages Regulated Bridging Mortgage Conditions England and Wales (the **Conditions**) unless otherwise defined.

Date: .... Account number: ....

Borrower(s): ....

Guarantor(s): ....

The Lender: Chetwood FInancial Limited, trading as CHL Mortgages (incorporated in England and Wales with company number 09964966 and having its registered address at Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT), together with its transferees, successors and assigns (including any legal or equitable assignee, whether by way of absolute assignment or by way of security only and including those deriving title under it or them).

The Second Mortgagee: ....

Of: ....

The Property: .... H.M. LAND REGISTRY TITLE NUMBER: ....

1. By virtue of the Mortgage Deed and the Mortgage (together the First Mortgage) dated .... and made between the Borrower(s) and the Lender, the Property was charged by way of legal mortgage in favour of the Lender to secure the Secured Amount (as specified in the Conditions, a copy of which is hereby acknowledged).

2. By a mortgage (**the Second Mortgage**) dated .... and made between the Borrower(s) and the Second Mortgagee the Property was charged by way of legal mortgage to the Second Mortgagee subject to the First Mortgage to secure the principal sum of £.......................... together with interest thereon as therein mentioned.

3. The Lender consents to the creation, execution and registration by the Second Mortgagee of the Second Mortgage over the Property.

4. The Second Mortgagee has agreed to join herein for the purpose of postponing the Second Mortgage to the First Mortgage in manner hereinafter appearing

5. **(a)** The Second Mortgagee hereby agrees to postpone the Second Mortgage (and any other rights of the Second Mortgagee in or over the Property or the proceeds of sale thereof) to rank in priority after and to take effect subject to the First Mortgage.

   (b) The First Mortgage shall rank in priority to the Second Mortgage without limitation of amount.

6. The Lender covenants that it shall not provide any additional borrowing in relation to the First Mortgage to the Borrower(s) without the prior written consent of the Second Mortgagee, which consent shall not be unreasonably withheld or delayed.

7. The parties hereto agree that nothing herein contained shall as between the Lender and the Second Mortgagee affect or prejudice any of the rights or remedies of the Second Mortgagee under the Second Mortgage which shall remain in full force subject only to the First Mortgage.

8. The Second Mortgagee hereby covenants with the Lender that the Second Mortgagee shall not exercise or purport to exercise its power of sale or power of appointment of a receiver or any other security enforcement power conferred on the Second Mortgagee under or pursuant to the Second Mortgage without giving to the Lender fourteen days' prior written notice thereof except in the case of an emergency.

9. The parties to this Deed will apply to the Chief Land Registrar to make a note of this Deed on the register of the title of the Property.

10. The Borrower(s) consent(s) to the disclosure and the discussion by and between the Second Mortgagee and the Lender of any business affairs to such extent as the Second Mortgagee and the Lender in their absolute discretion determine. The Second Mortgagee and the Lender acknowledge to each other the right to production of their respective mortgages and to delivery of copies of them.

11. The Second Mortgagee shall hold on trust for and pay to the Lender on demand any amounts which the Second Mortgagee receives by virtue of the Second Mortgage and which relate to the Property or any part of it at any time before the discharge of all liabilities secured by the First Mortgage to give effect to the priorities declared by this Deed, unless and until the Lender notifies the Second Mortgagee to the contrary.

12. Where in this Deed the context so admits, where for the time being there are two or more persons within the meaning of the expressions the Borrower(s), the Lender or the Second Mortgagee obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally.

13. The Lender and the Second Mortgagee acknowledge and agree that either party may, without prior consent, assign or transfer the benefit of this Deed to a third party and that in these circumstances any benefits under this Deed will pass to that third party (including any legal or equitable assignee, whether by way of absolute assignment or by way of security only and including those deriving title under it or them).

14. The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "Dispute"). The Second Mortgagee and the Borrower agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly they will not argue to the contrary. The Second Mortgagee and the Borrower agree that the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

15. This Deed and any non-contractual obligations arising out of or in connection with it shall in all respects be subject to and interpreted in accordance with the laws of England.

IN WITNESS of which this Deed has been duly executed as a deed and has been delivered on the date written at the beginning of this Deed.

EXECUTED as a DEED by the Second Mortgagee:

Authorised Signatory:	Print Name:
....	....
Authorised Signatory:	Print Name:
....	....

EXECUTED as a DEED by the Lender:

Authorised Signatory: .... Print Name: ....

Authorised Signatory: .... Print Name: ....

SIGNED as a DEED by the BORROWER:

Signature of Borrower: .... Print Name: ....

acting in the presence of:

Signature of Witness: ....

Address of Witness: ....

....

....

Name of Witness: (in BLOCK CAPITALS) ....

Occupation of Witness: ....

SIGNED as a DEED by the BORROWER acting in the presence of:

Signature of Borrower: .... Print Name: ....

acting in the presence of:

Signature of Witness: ....

Address of Witness: ....

....

....

Name of Witness: (in BLOCK CAPITALS) ....

Occupation of Witness: ....

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