Deed of Charge by way of Additional Security (third party)

Date: ....

THE LENDER:

Chetwood Financial Limited trading as CHL Mortgages, whose registered office is at Ellice Way, Wrexham Technology Park, Wrexham, LL13 7YT and whose registered number is 09964966 (and includes its successors and assigns) (**we, us, our**).

CONDITIONS:

CHL Mortgages Regulated Bridging Mortgage Conditions England and Wales.

Borrower: ....

(and includes his/her/their personal representatives)

Mortgagor: ....

(**you, your**)

MORTGAGE:

Date: ....

Parties (1) the **Borrower** and (2) the **Lender** secured on the **Property**

THE PROPERTY:

Address: ....

....

H.M. LAND REGISTRY TITLE NUMBER:

....

ADDITIONAL SECURITY:

Address: ....

....

H.M. LAND REGISTRY TITLE NUMBER:

....

1. This Deed of Charge by way of Additional Security (the **Additional Charge**) is supplemental to the **Mortgage Deed** between the **Borrower** and the **Lender** relating to the **Property**, which incorporates the **Conditions** and the **Mortgage Offer** (which, in turn, incorporates the **Special Conditions**).
2. Any terms shown in bold print in this **Additional Charge** have the meanings given to them in the **Conditions** or in the table above.
3. Words indicating the singular include the plural and vice versa.
4. The **Mortgagor** is the owner of the legal estate in the **Additional Security**.
5. The **Mortgagor** charges by way of legal mortgage with full title guarantee the **Additional Security** to the **Lender** as security for the payment of (i) the **Secured Amount** to be paid by the **Borrower** and (ii) any other amount otherwise secured by the **Mortgage Deed** and relating to the **Mortgage**.
6. This **Additional Charge** will be a security to the **Lender** not only for the money currently secured by the **Mortgage Deed** but also for any additional borrowing or other money that may at any time be due to the **Lender** on the security of the **Mortgage Deed** to the extent it relates to the Mortgage.
7. Your obligations under this Additional Charge will not be affected by an act, omission, matter or thing which, but for this clause 7, would reduce, release or prejudice any of your obligations under this Additional Charge (without limitation and whether or not known to it or the Lender) including but not limited to:
   - **a)** any time, waiver or consent granted to, or composition with, the Borrower(s), you or other person;
   - **b)** the release of any other person under the terms of any composition or arrangement with any creditor of the Borrower(s);
   - **c)** the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Borrower(s) or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
   - **d)** any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Borrower(s) or any other person;
   - **e)** any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document recording the Secured Amount or the Mortgage or any other document or security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any document or security;
   - **f)** any unenforceability, illegality or invalidity of any obligation of any person under any document or security; or
   - **g)** any insolvency or similar proceedings.
8. All provisions contained in and applicable to the **Mortgage Deed** will apply to this **Additional Charge** and the **Additional Security** as if they were fully set out in this **Additional Charge** and as if references to "you" and "your" in the **Conditions** are references to the **Mortgagor** named in this **Additional Charge**. The **Mortgagor** represents to the **Lender** that it has been provided with a copy of the **Mortgage Deed** and the **Conditions** and has read the **Mortgage Deed** and the **Conditions** and understands the nature and terms of the obligations under this **Additional Charge**.
9. The **Mortgagor** applies to the Chief Land Registrar for the registration against the registered title of a restriction in the following form: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the timebeing of the charge dated .... in favour of Chetwood Financial Limited referred to in the charges register."
10. Where in this Additional Charge 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 Mortgagor 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.
11. 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 Additional Charge (a **Dispute**). You agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly you will not argue to the contrary. You agree that we shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, we may take concurrent proceedings in any number of jurisdictions.
12. This Additional Charge 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.

To be used where the Mortgagor is an individual

SIGNED as a DEED by the MORTGAGOR:

Signature of Mortgagor: ....

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 MORTGAGOR:

Signature of Mortgagor: ....

Print Name: ....

acting in the presence of:

Signature of Witness: ....

Address of Witness: ....

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

Occupation of Witness: ....

To be used where the Mortgagor is a Limited Company

EXECUTED as a DEED by the MORTGAGOR acting through two of its directors or a director and the company secretary or one director:

Signature of Director: ....

Print Name: ....

Signature of Director/Secretary: ....

Print Name: ....

in the presence of:

Signature of Witness: ....

Address of Witness: ....

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

Occupation of Witness: ....

To be used where the Mortgagor is a Limited Liability Partnership (LLP)

EXECUTED as a DEED by the MORTGAGOR acting through two of its members or a member:

Signature of Member: ....

Print Name: ....

Signature of Member: ....

Print Name: ....

in the presence of

Signature of Witness: ....

Address of Witness: ....

....

....

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

Occupation of Witness: ....

EXECUTED as a DEED by the LENDER acting by two authorised signatories:

Signature of Authorised Signatory: ....

Print Name: ....

Signature of Authorised Signatory: ....

Print Name: ....

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chl mortgages