

Deed of Consent and Undertaking of occupier to new mortgage advance

I, , being or who is about to be an occupier of the property known as (the Property)

hereby:

1. acknowledge that OneSavings Bank plc (trading as Kent Reliance Banking Services, Kent Reliance and krbs) of Reliance House, Sun Pier, Chatham, Kent ME4 4ET (the Bank) proposes to make or has made an advance to (the Borrower) upon the security of a Legal Mortgage over the Property dated (the Mortgage) and may from time to time make further advances upon the same security.
2. consent to the making of the advance and any further advances by the Bank.
3. consent to the Mortgage over the Property to secure the advance and any further advances together with interest and any sums payable by the Borrower under the Mortgage.
4. undertake and agree with the Bank that such present or future rights or interests (including overriding interests or otherwise) as I may have in, over or to occupy the Property whether arising from agreement, statute, common law or otherwise or whether pre-existing, known or unknown at the date hereof, shall be postponed, released and made subject to the rights, and interests and remedies of the Bank under the Mortgage and that I shall make no claim to any such rights or interests against the Bank.
5. agree that the Bank shall be entitled to exercise any remedies under the Mortgage or under the general law without reference to me and in all respects in priority to and so as to override any rights or interests which I may have in the Property or any right of occupation.
6. agree that I shall immediately vacate the Property and give up possession thereof to the Bank upon exercise by the Bank of its rights under the Mortgage.
7. agree that none of the above shall in any way be affected by the giving of time or other indulgence to or any arrangement with the Borrower or any other matter whatsoever.
8. confirm that the effect of this Consent and Undertaking has been explained to me and that I have received **independent legal advice** upon it prior to my signing this document.

This Deed of Consent and Undertaking is intended to have binding legal effect between myself and the Bank as Mortgagee. It is not intended to have any legal effect between me and any other person.

Dated	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Endorsed with the Occupier's Solicitor's stamp <input type="text"/>
Signed	<input type="text"/>	
In the presence of	<input type="text"/>	
Solicitor's signature	<input type="text"/>	
Full name	<input type="text"/>	
Address	<input type="text"/> <input type="text"/> <input type="text"/> Postcode <input type="text"/>	