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# **Standard Security**

By

In favour of

**Secured Subjects** 

IMPORTANT NOTICE:

THIS STANDARD SECURITY HAS IMPORTANT LEGAL CONSEQUENCES AND YOU SHOULD CONSULT YOUR SOLICITOR FOR INDEPENDENT LEGAL ADVICE BEFORE SIGNING IT.



Building a Society Together Since 1865

## **Standard Security**

In this Standard Security the expressions set out below shall have the meaning and effect set opposite to them:

Mortgage Account	Date
	DD/MM/YYYY

#### **The Borrower**

Name(s)

Address(es)

#### The Mortgagor

(if different from the Borrower, and if no name(s) are specified the Mortgagor means the Borrower):

#### Name(s)

Address(es)

Where the Borrower is more than one person the singular includes the plural and all obligations of the Borrowers are undertaken jointly and severally. Where the Mortgagor is more than one person the singular includes the plural and all obligations of the Mortgagors are undertaken jointly and severally.

#### The Consentor (where applicable):

Name

the spouse/civil partner of the Borrower for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or, as applicable, the Civil Partnership Act 2004 as amended, residing with the Borrower at the Secured Subjects.

## **Standard Security**

## **Mortgage Conditions**

Furness Building Society's Mortgage Conditions 2024 (Scotland) registered in the Books of Council and Session on 2 August 2024. Expressions defined in the Mortgage Conditions have the same meaning in this Standard Security.

#### **Secured Liabilities**

The total amount owing from time to time under the mortgage offer and the Mortgage Conditions, including any arrears and all interest and any fees, costs and charges, and any other money that the Borrower owes the Society on any account now or in the future. This is the case whether the money is owed by the Borrower or the Borrower becomes responsible for repaying the money because the person who owes the money is unable to repay it. It also includes money the Borrower owes the Society as an individual or as a pair or a group.

### **Secured Subjects**

#### The property known as

More fully described below.

#### The Society

Furness Building Society whose Head Office is at Emlyn Hughes House, Abbey Rd, Barrow-in-Furness, LA14 5QY including its successors, assignees and transferees.

- 1. The Borrower or Mortgagor (if any) undertakes to pay to the Society the Secured Liabilities in accordance with the Mortgage Conditions for which the Borrower or Mortgagor (if any) with the consent of the Consentor (if any) as testified by the Consentor's subscription hereof as a continuing security for the payment and discharge when due of the Secured Liabilities grants a Standard Security in favour of the Society over ALL and WHOLE.
- 2. This Standard Security incorporates the Mortgage Conditions, the mortgage offer (which includes any special conditions) and the rules for the time being of the Society and any amendment or variation thereof from time to time and the Borrower and the Grantor by their execution hereof acknowledge that he, she or they have received a copy of each of these documents and agrees to be bound by them.
- **3.** The standard conditions specified in schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Mortgage Conditions, and any further lawful variation thereof operative for the time being, shall apply to this Standard Security.
- 4. The Borrower and the Mortgagor agree that the amount or any part of the amount due to the Society hereunder at any time shall be conclusively ascertained by a Certificate signed by any authorised official of the Society.
- 5. The Borrower and the Mortgagor grant warrandice and consent to registration of this Standard Security and of any said Certificate under paragraph 4 for execution.

IN WITNESS WHEREOF this Standard Security consisting of this and the preceding 3 pages [together with the plan annexed and subscribed as relative hereto] are subscribed by the Borrower [and Mortgagor] [and the Consentor] before the witness(es) referred to below:

Signature of Borrower	Signature of Witness
Signed	Signed
Print full name	Print full name
Place of signing	Print full address
Date of signing	
Signature of Borrower/Grantor*	Signature of Witness
Signature of Borrower/Grantor* Signed	Signature of Witness Signed
Signed	Signed
Signed	Signed
Signed          Print full name	Signed          Print full name
Signed          Print full name	Signed          Print full name
Signed   Print full name   Place of signing	Signed          Print full name
Signed   Print full name   Place of signing   Date of signing	Signed          Print full name

## **Standard Security**

## Signature of Grantor/Consentor\*

#### Signed

Print full name

#### **Place of signing**

#### Date of signing



## Signature of Witness

Signed

Print full name

#### Print full address

IMPORTANT NOTICE: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU UNDERSTAND THE TERMS.

Declaration					
I confirm					
residing at					
declare as follows: As at the date hereof the property known as					
is neither a matrimonial home in relation to which a spouse of mine has occupancy rights, the expressions 'matrimonial home' and 'occupancy rights' having the meaning respectively ascribed to them by the Matrimonial Homes (Family Protection) (Scotland) Act 1981 nor a family home in relation to which a civil partner of mine has occupancy rights, the expressions `family home' and 'occupancy rights' having the meaning respectively ascribed to them by the Civil Partnership Act 2004.					
Declared and signed by me				at	
on the	day of		Two Thousand and		
In the presence of this witness:					
Signature of Witness		Print f	ull address		
Print Full Name					



## For more information talk to us on 0800 988 1561 or visit furnessbs.co.uk

Registered Office. Emlyn Hughes House, Abbey Rd, Barrow-in-Furness, LA14 5PQ. T. 0800 988 1561 E. furness-direct@furness-bs.co.uk www.furnessbs.co.uk

Furness Building Society (FBS) is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FBS is on the Financial Services Register under registration number 159624.