FORM OF AGREEMENT AND UNDERTAKING
(For use in the case of both registered and unregistered land)

To be signed by any person (other than the borrower or a joint borrower) who has or may acquire a share in or a right to occupy the property in priority to the Society as mortgagee

Property

Title No.

(if registered)

Borrower

Advance Advance which the Society proposes to make and referred to in the

Society's Offer of Loan dated (in stages) on security by way of

mortgage of the Property (the mortgage being made for securing also further advances)

I.

being a person who is in or may go into occupation of the Property

1. AGREE to the creation by the Borrower in favour of the Society of security for
the Advance (and such further advances) by way of mortgage of the Property
2. AGREE that such rights (if any) as I may have or acquire to share in or occupy
the Property shall be postponed and subject to the rights, interests and remedies of the Society as mortgagee
3. UNDERTAKE that if the Advance is made I will not assert or maintain against
the Society as mortgagee of the Property and any right interest or claim in equity or by way of overriding interest or otherwise.

THIS AGREEMENT AND UNDERTAKING IS INTENDED TO HAVE BINDING LEGAL EFFECT BETWEEN MYSELF AND THE SOCIETY AS MORTGAGEE. IT IS NOT INTENDED TO HAVE ANY LEGAL EFFECT BETWEEN ME AND ANY OTHER PERSON.

\* Signed

in the presence of Date:

\* IMPORTANT: YOU ARE RECOMMENDED TO OBTAIN INDEPENDENT LEGAL ADVICE

BEFORE SIGNING THIS FORM.

IT IS BROUGHT TO THE APPLICANTS ATTENTION THAT SIGNATURES MAY BE WITNESSED BY ANY ADULT WHO KNOWS YOU BUT IS NOT A PARTY TO THE MORTGAGE OR AN OCCUPIER OF THE PROPERTY AND IS NOT A RELATIVE OR A MEMBER OF THE SOCIETY'S STAFF