

# STANDARD SECURITY

by

in favour of

**Paratus AMC Limited**

To be used where the Borrower(s) and Owner(s) are identical

## Warning to You

If you sign this Standard Security, you will be legally bound by its terms, the Offer we have given you and the Foundation Home Loans Residential Mortgage Conditions 2021 (as amended from time to time).

If you do not pay what you owe us when it is due, or do not comply with your obligations to us, we have the right to repossess and sell the Property.

This is an important document and you should take legal advice before signing.

## Warning to the Consentor (where applicable)

If you sign this Standard Security, you will be legally bound by its terms.

This means that if the Borrower(s) do not pay what they owe us when it is due, or do not comply with their obligations to us, we have the right to apply for a court order instructing you to leave the Property so that it can be sold.

This is an important document and you should take legal advice before signing.

Property:

Solicitors:

Dated:

Registered:

## STANDARD SECURITY

### 1. Definitions

In this Standard Security, the expressions set out below will have the following meanings:

<b>We, us and our</b>	<b>Paratus AMC Limited</b> whose registered office is at No. 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA (Company Number: 03489004) and its successors in title and assignees and, where the context so admits, the appointed agent of, or any trustee for, it and its successors and assignees.
You the <b>Borrower(s)</b>	
<b>Consentor</b> (if applicable)	being a non-entitled spouse of the/a Borrower in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended (the <b>1981 Act</b> ) or civil partner of the/a Borrower in terms of the Civil Partnership Act 2004 (the <b>2004 Act</b> ).
<b>Mortgage Conditions</b>	The Foundation Home Loans Residential Mortgage Conditions 2021 made by us on 13 February 2023 and registered in the Books of Council and Session on 17 March 2023 (23/9021) and any variation or extension of those Mortgage Conditions.
<b>Offer</b>	As defined in the Mortgage Conditions.
<b>Secured Obligations</b>	All money or liabilities in any currency due, owing or incurred by the Borrower(s) (or any of them) to us at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, guarantor or cautioner including any money and liabilities of the Borrower(s) (or any of them) to a third party which have been assigned or novated to or otherwise vested in us; and all interest and expenses.
<b>Property:</b>	ALL and WHOLE <i>[insert full conveyancing description]</i>  Title number:
<b>Ancillary Rights</b>	All rights which are now or may become due to the Borrower(s) (or any of them) by virtue of their ownership of the Property, including the benefit of any insurance policies, compensation payable, guarantees, membership rights or indemnities relating to or in respect of the Property.

### 2. Undertaking

- 2.1 The Borrower(s) undertake to pay to us on demand the Secured Obligations.

### 3. Standard Security

- 3.1 As security for the discharge of the Secured Obligations the Borrower(s) grant a Standard Security in favour of us over the Property, and assign the Ancillary Rights to us.
- 3.2 This Standard Security incorporates our Offer and the Mortgage Conditions, copies of which the Borrower(s) acknowledge having received.
- 3.3 This Standard Security secures additional borrowing but we are not obliged to agree to any additional borrowing.

4. **Consent (where a Consentor is named)**

The Consentor hereby consents for the purposes of the 1981 Act or the 2004 Act (as the case may be) to the grant of this Standard Security.

5. **Declaration (where a Consentor is not named)**

The Borrower(s) hereby declare that the Property is neither a matrimonial home in relation to which a spouse of any Borrower has occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, nor a family home in relation to which a civil partner of any Borrower has occupancy rights under the Civil Partnership Act 2004.

6. **Additional conditions**

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended (and as varied by the Mortgage Conditions), and any variation or extension of those Standard Conditions in force for the time being, shall apply.

7. **Warrandice**

The Borrower(s) grant warrandice.

8. **Certificate of amount due**

A certificate signed by one of our managers or officers as to the amount of the Secured Obligations or any part of those shall, in the absence of clear error, be conclusive and binding on you.

9. **Consent to registration**

The Borrower(s) and the Consentor (if applicable) consent to the registration of this Standard Security and any certificate referred to above for preservation and execution: **IN WITNESS WHEREOF** these presents consisting of this and the preceding 2 pages are executed by you and the Consentor (if applicable) as follows:

Signature of Borrower

Signed by

---

at

on

in the presence of this witness:

Witness signature:

---

Print name:

Address:

Signature of Borrower

Signed by

---

at

on

in the presence of this witness:

Witness signature:

---

Print name:

Address:

*[Include if a Consentor is named]*

Signature of Consentor

Signed by

---

at

on

in the presence of this witness:

Witness signature:

---

Print name:

Address:

## DISCHARGE

We, **Paratus AMC Limited** whose registered office is at No. 5 Arlington Square, Downshire Way, Bracknell, Berkshire RG12 1WA, company number 03489004, CONSIDERING that we have been requested to grant these presents and that we have agreed to do so, HEREBY DISCHARGE the within Standard Security granted by [*insert details of borrower(s)*] in our favour registered [*insert details of registration*].

IN WITNESS WHEREOF these presents consisting of this one page are executed as follows:

EXECUTED for and on behalf of Paratus AMC Limited by

Authorised signatory full name (print):

Authorised signatory's signature:

Authorised signatory

Place of signing:

Date of signing:

in the presence of:

Signature of witness

Witness full name (print)

Address of witness