

STANDARD SECURITY

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

IF THE SECURED AMOUNT IS NOT REPAYED YOU MAY LOSE THE PROPERTY OVER WHICH THIS STANDARD SECURITY IS GRANTED.

In this standard security the words listed below have the meanings set opposite them:

Borrower	<p>means _____ of _____.</p> <p>The term borrower includes that person's executors and personal representatives and any person claiming any right or interest from or through the borrower or to whom title to the property passes. Where the borrower is more than one person, the term borrower shall mean all those persons. All obligations of the borrowers shall be treated as having been given by those persons jointly and severally.</p>
Consenter	<p>means _____ of _____,</p> <p>the spouse or civil partner of the borrower.</p>
Lender	<p>means Bluestone Mortgages Limited, a company incorporated under the Companies Acts in England and Wales with company number 02305213 and having its registered office at Melbourne House, 44-46, Aldwych, London WC2B 4LL.</p> <p>The term lender shall include any relevant transferee.</p>
Property	<p>means the property known as:</p> <p>Postcode: as more fully described below.</p>
Title number	
Conditions	<p>means the Bluestone Mortgages General Terms and Conditions (Scotland) 2018 (1st Edition) made by the lender dated 29th January 2019 and registered in the Books of Council and Session on 30th January 2019.</p>

Mortgage debt	<p>means all money from time to time due, owing or incurred to the lender by the borrower under the terms of the mortgage documents, including (without prejudice to the generality of the foregoing):</p> <p>(a) the mortgage loan;</p> <p>(b) the expenses;</p> <p>(c) the fees;</p> <p>(d) any tax payable on any fees and expenses</p> <p>(e) all interest payable in accordance with the offer and/or the conditions;</p> <p>and</p> <p>(f) any other amount due in accordance with the offer and/or the conditions (including, by way of example, the amounts due in respect of insurance premiums to be paid pursuant to condition 6.4.5(e) of the conditions).</p>
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- 1 This standard security incorporates the **conditions** and the **borrower** acknowledges receipt and confirms acceptance of the **conditions** and the **offer**. All terms and phrases shown in bold type have the meaning given to them in the **conditions** unless otherwise defined in this standard security.
- 2 The **borrower** hereby undertakes to pay to the **lender** the **mortgage debt** and to pay, perform and discharge any other present or future money, obligations and liabilities owed by the **borrower** to the **lender** whether actual or contingent and whether jointly or severally as principal or guarantor, and in any other capacity (without prejudice to the generality of the foregoing) in relation to the **mortgage** or any agreement made with the **lender** hereafter except for any money payable under any agreement regulated by the Consumer Credit Act 1974 which does not provide that the agreement is secured by this standard security; For which the **borrower**, with the consent of the **consenter** (if any) for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or the Civil Partnership Act 2004 (as applicable), grants a standard security in favour of the **lender** over ALL and WHOLE

The **standard conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply; and the **borrower** agrees that the **standard conditions** shall be varied to incorporate the **conditions**.
- 3 As continuing security for the payment of the **secured amount** the **borrower** assigns to the **lender** the whole right, title and interest, present and future, of the **borrower** in and to all **receipts** and any **related rights**.
- 4 The **borrower** undertakes to observe the **conditions** and the **offer**.
- 5 The **borrower** agrees that a certificate signed by a duly authorised official of the **lender** shall suffice to ascertain the amount or any part of the amount due to the **lender** under this standard security at any time.
- 6 The **borrower** grants warrandice and consents to the registration of this standard security and any certificate referred to above for execution.
- 7 This standard security is governed by Scots law.

IN WITNESS WHEREOF this standard security consisting of this and the preceding page is executed as follows:

Signature of borrower:	
Full name of borrower:	
Date of signing:	
Place of signing:	
Signature of witness:	
Full name of witness:	
Address of witness:	

Signature of borrower:	
Full name of borrower:	
Date of signing	
Place of signing	
Signature of witness:	
Full name of witness:	
Address of witness:	

Signature of borrower:	
Full name of borrower:	
Date of signing:	
Place of signing:	
Signature of witness:	
Full name of witness:	
Address of witness:	

Signature of borrower:	
Full name of borrower:	
Date of signing	
Place of signing	
Signature of witness:	
Full name of witness:	
Address of witness:	

Signature of consenter:		Signature of witness:	
Date of signing:		Full name of witness:	
Place of signing:		Address of witness:	

DECLARATION

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

In this declaration the words listed below have the meanings set opposite them:

Borrower	means _____ of _____
Property	means the property known as: Postcode: as more fully described in the foregoing standard security.

The **borrower** declares that the **property** is not:-

- (1) a matrimonial home in relation to which a spouse of the **borrower** has occupancy rights within the meaning of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended; or
- (2) a family home in relation to which a civil partner of the **borrower** has occupancy rights within the meaning of the Civil Partnership Act 2004:

IN WITNESS WHEREOF this declaration consisting of this page is executed as follows:

SIGNATURE OF BORROWER:	
DATE OF SIGNING:	
PLACE OF SIGNING:	
SIGNATURE OF WITNESS:	
FULL NAME OF WITNESS:	
ADDRESS OF WITNESS:	