

ILA Standard Security Scotland

In this Standard Security the following expressions have the meanings set opposite to them:-

THE BORROWER	
	Where there is more than one person who is the Borrower, you all jointly and each of you individually undertake the obligations of the Borrower.
THE OWNER	
	Where there is more than one person who is the Owner, you all jointly and each of you individually undertake the obligations of the Owner.
THE CONSENTOR (if any, being the Owner's non-entitled Spouse or the Owner's Civil Partner under the Civil Partnership Act 2004)	
THE LOAN	The initial loan made by the Lender to the Borrower, as specified in the offer.
THE PROPERTY	The property known as more fully described below
THE LENDER	Bank of Ireland (UK) plc, registered in England and Wales with registered number 07022885, of Bank of Ireland UK, PO Box 3191, One Temple Quay, Bristol BS1 9HY (and including its successors and any transferee(s)).
THE RESIDENTIAL MORTGAGE CONDITIONS	The Residential Mortgage Conditions 2018 Edition One (Scotland) Bank of Ireland UK made by the Lender dated 16th and registered in the Books of Council and Session on 20th both days of February 2018.

1. Words and expressions defined in the Residential Mortgage Conditions, unless the context otherwise requires, have the same meaning in this Standard Security.
2. The Borrower acknowledges receipt of the Loan and hereby undertakes:
 - (i) to pay the Lender all sums due and that may become due to the Lender in respect of the Loan made or to be made by the Lender with interest from the date of advance computed in accordance with the Residential Mortgage Conditions;
 - (ii) to pay the Lender all other money which may be or become owing by the Borrower to the Lender except monies owing under an agreement which is regulated by the Consumer Credit Act 1974; and
 - (iii) to perform all the Borrower's obligations under this Standard Security, the Residential Mortgage Conditions and the offer;and the Owner hereby undertakes to perform all the Owner's obligations under this Standard Security, the Residential Mortgage Conditions and the offer.
3. For which the Owner with the consent of the Consentor for the purposes of the Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended or the Civil Partnership Act 2004 as amended grants a Standard Security in favour of the Lender over the Property, being ALL and WHOLE
4. The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and as varied and extended by the Residential Mortgage Conditions (receipt of a copy of which is hereby acknowledged by the Borrower and the Owner) and the variations to the Residential Mortgage Conditions in this Standard Security and any other lawful variation thereof operative for the time being shall apply.
5. The following Residential Mortgage Conditions only apply to the Owner and all references to "you"/"your" in them are references to the Owner:
 - (i) Condition 1(d) the second and third bullet points;
 - (ii) Conditions 8(c) to 8(p) inclusive;
 - (iii) Condition 9(a) the second bullet point, condition 9(b) and condition 9(c);
 - (iv) Condition 10;
 - (v) Conditions 11(a) and 11(b);
 - (vi) Conditions 15(e), 15(i) and 15(j);
 - (vii) Condition 18;
 - (viii) Condition 19; and
 - (ix) Condition 21.
6. The Borrower hereby appoints the Lender as the attorney of the Borrower with power to do the following things in the Borrower's name and on the Borrower's behalf:
 - (i) duly sign and complete any document which is needed to perfect the Lender's title to this Standard Security;
 - (ii) duly sign and complete any document which is needed to pass a good title to any purchaser or tenant of the Property; and
 - (iii) take any other steps which may be required to protect or preserve the Lender's security, or to enable the Lender's rights and powers to be effectively exercised.The Borrower cannot revoke this power of attorney until this Standard Security has been discharged.
7. The Borrower must immediately pay the Lender the whole amount owed if there is a breach by the Borrower or the Owner of any term in this Standard Security, the standard conditions, the Residential Mortgage Conditions, the offer or any separate agreement and, in the Lender's reasonable opinion, the breach is serious or persistent.

8. The Owner grants warrantice.

IN WITNESS WHEREOF these presents consisting of this and the two preceding pages, together with any annexed plan or schedule, are executed by the Borrower and the Owner and (where applicable) the Consentor as follows:

Witness's signature	Borrower
Witness's full name	Borrower/Consentor
Witness's address	Place of signing (e.g. Glasgow)
	Date of signing (e.g. 24 September 2009)
Witness's signature	Borrower
Witness's full name	Borrower/Consentor
Witness's address	Place of signing (e.g. Glasgow)
	Date of signing (e.g. 24 September 2009)
Witness's signature	Borrower
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	Date of signing (e.g. 24 September 2009)

**MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981
as amended and CIVIL PARTNERSHIP ACT 2004 as amended
DECLARATION**

Proprietor	
Property	The Property described in the attached Standard Security
Dealing	First Start Standard Security in favour of Bank of Ireland (UK) plc

I, the Proprietor of the Property hereby declare as follows:

With reference to the Dealing the Property is not a Matrimonial Home in relation to which any spouse of mine 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 mine has occupancy rights under the Civil Partnership Act 2004 as amended

Executed by the Proprietor at

On

before this witness

..... (witness)

..... (Proprietor)

..... (full name)

..... (address)