

# Standard Security

One account

**THIS IS AN IMPORTANT DOCUMENT. PLEASE TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. THIS DOCUMENT SECURES ALL SUMS DUE OR TO BECOME DUE TO THE BANK BY THE OBLIGANT. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE PROPERTY SECURED.**

(hereinafter referred to as "the Obligant") hereby undertake to pay to THE ROYAL BANK OF SCOTLAND plc, a company incorporated in Scotland under the Companies Acts 1948 to 1980 with company number SC83026 (hereinafter referred to as "the Bank", which expression includes its successors and assignees whomsoever) on demand all sums of principal, interest and charges which are now and which may at any time hereafter become due to the Bank by the Obligant whether solely or jointly with any other person, corporation, firm or other body and whether as principal or surety;

DECLARING THAT:

- 1 the interest hereinbefore referred to shall be at the rate(s) agreed between the Bank and the Obligant or (failing such agreement) determined by the Bank and shall be payable at such dates as may be so agreed or determined by the Bank;
- 2 in the event of the foregoing personal obligation being granted by more than one person the expression "the Obligant" means all such persons together and/or any one or more of them; and in all cases the obligations hereby undertaken by the Obligant shall bind all person(s) included in the expression "the Obligant" and his, her or their executors and representatives whomsoever all jointly and severally without the necessity of discussing them in their order;
- 3 if there shall be any breach of the obligations contained or referred to in this document the Bank shall (without prejudice to all other rights and powers available to it) be entitled, without notice to the Obligant, to withhold further banking facilities from the Obligant and to return without making payment thereof Cheques, Bills of Exchange, Direct Debits and other like documents drawn on the Bank by the Obligant or otherwise bearing to be payable by the Bank to the Obligant's order;
- 4 if the Bank receives notice of any subsequent charge or other interest affecting all or any part of the security subjects as hereinafter defined, the Bank may open a new account or accounts with the Obligant and, if or insofar as the Bank does not open a new account or accounts, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Obligant to the Bank shall, notwithstanding any instructions by the Obligant to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due from the Obligant to the Bank at the time when it received the notice;
- 5 the sums due by the Obligant shall be conclusively ascertained by a statement under the hand of an official or manager of the Bank;
- 6 the Bank may (without releasing, modifying, rendering unenforceable or otherwise prejudicing the security and liabilities hereby constituted, except insofar as the Bank expressly so agrees) allow any person(s) any time or indulgence or enter into, vary or end any arrangement, security or guarantee with any person(s);
- 7 any person who under this document is liable for the debts of another shall not in competition with or in priority to the Bank make any claim against that other nor take or share in or enforce any security in respect of such debts, until such debts have been paid to the Bank in full, nor shall such liability be affected by the existence of any other security or guarantee nor by any other security or guarantee being or becoming void or unenforceable; and the Bank may place to the credit of a suspense account for so long as it considers desirable any moneys received in respect of such debts without any obligation to apply them towards payments of such debts; and in applying moneys towards payment of such debts the Bank may appropriate them towards such part(s) of the debts as it thinks fit.

FOR WHICH SUMS (except any sums due or to become due under any agreement to which Section 61 of the Consumer Credit Act 1974 applies unless such agreement provides that it is secured over the security subjects aftermentioned)

(insert full name(s) and designations of the proprietors of the security subjects, or where the proprietor(s) is/are named above "the said")

\*delete if not applicable \*(with the consent, as evidenced by his/her subscription hereof, of presently residing at,

\*[the spouse of the said for the purposes of the Matrimonial Homes (Family Protection)(Scotland) Act 1981 (as amended)]

\*[the civil partner of the said

for the purposes of the Civil Partnership Act 2004] hereby grant(s) a Standard Security in favour of the Bank over ALL and WHOLE

<insert property details>

which subjects hereinbefore described are herein referred to as “the security subjects”;

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 Standard Conditions shall be varied to the effect that:

If the warrandice is subject to a prior security or there is any other qualification of absolute warrandice insert before the warrandice "subject to... and give details)

(FIRST)

the definitions in the said Schedule 3 shall have effect also for the purposes of the following variations;  
the insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the security subjects and not the market value thereof;

(SECOND)

(THIRD)

all policies of insurance affording cover in respect of the security subjects shall be disclosed to the Bank by the debtor in order that they may be written or endorsed for the interests of the Bank and the debtor as the Bank may require and shall in other respects be deemed for the purpose of this Standard Security to have been effected under Standard Condition 5(a). All rights and claims under policies effected or deemed to have been effected under Standard Condition 5(a) are hereby assigned by the debtor to the Bank and all monies becoming payable under any such policies shall be applied in making good the loss or damage in respect of which such monies become payable or, if the Bank so requires, in or towards the discharge of the sums secured by this Standard Security;

(FOURTH)

it shall be an obligation on the debtor not to create or agree to create a subsequent security over the security subjects or any part thereof or convey or assign the same or any part thereof (otherwise than by mortis causa deed) or make directly or indirectly any application for planning permission in relation to the security subjects or any part thereof, or make application for improvement grant or other grant in respect of the security subjects or any part thereof, without the prior consent in writing of the Bank in each case which consent if granted may be so granted subject to such conditions as the Bank may see fit to impose;

(FIFTH)

if the Bank shall enter into possession of the security subjects the Bank shall be entitled (if it thinks fit) at the expense and risk of the debtor to remove, store, sell or otherwise deal with any furniture, goods, equipment or

The person(s) granting the foregoing security (jointly and severally if more than one) grant warrandice

: And the parties hereto consent to registration of the Standard Security and of the said statement for execution: IN WITNESS WHEREOF:

At On the

day of

Year Before these witnesses:

**WITNESS**

**BORROWER**

Signature:

Signature:

**WITNESS**

**BORROWER/CONSENTOR**

Signature:

Signature:

(NB any Consentor named must sign the document)

The Royal Bank of Scotland plc

## DECLARATION

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE  
BEFORE SIGNING AND SIGN ONLY IF YOU UNDERSTAND ITS TERMS.**

**MATRIMONIAL HOMES (FAMILY PROTECTION) (SCOTLAND) ACT 1981, AS AMENDED, AND CIVIL  
PARTNERSHIP ACT 2004.**

presently residing at

declare as follows:

(ONE) I have granted or I am about to grant a Standard Security in favour of THE ROYAL BANK OF SCOTLAND plc over the property known as and forming

(the "Property")

(TWO) The Property is neither a matrimonial home in relation to which a 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.

Signature of (print):

**SIGNATURE OF WITNESS**

Signature:

Date of signing:

Full name of witness (print):

Place of  
signing:

Address:

One account

STANDARD SECURITY BY

IN FAVOUR OF THE ROYAL BANK OF SCOTLAND plc

SECURITY SUBJECTS