



Deed of Postponement (Scotland)

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU HAVE ANY DOUBTS WE RECOMMEND THAT INDEPENDENT LEGAL ADVICE BE TAKEN.

In this Deed the following expressions shall have the meanings set respectively opposite them

Bank	The Royal Bank of Scotland plc, Woodland Place, Pinetrees Road, Norwich, NR7 9EJ and its successors in title and assignees and those deriving title through or under it and whether by way of an absolute transfer or other disposal or by way of security only and whether in relation to the whole or to part, and where the context so admits, its appointed agent or the appointed agent of any persons so deriving title or any trustee for such Bank or other persons.
Chargeholder	
Borrower	
Property	
Bank's Security	
Chargeholder's Security	
Preference	

CONSIDERING that (i) the Borrower has granted or is about to grant the Chargeholder's Security in favour of the Chargeholder over the Property, and (ii) the Borrower has requested that the Chargeholder's Security be postponed to the Bank's Security to the extent of the Preference; THEREFORE we, the Chargeholder, hereby confirm and acknowledge that the Chargeholder's Security shall rank postponed to and after the Bank's Security to the extent of the Preference; The foregoing provisions shall be valid and effective irrespective of the date or dates on which sums were, are, or are to be advanced by the Bank and the Chargeholder respectively to the Borrower or shall have been drawn out or debited to the Borrower or otherwise or become or shall become due by the Borrower to the Bank and the Chargeholder respectively, the Chargeholder having no concern with the composition of or the fluctuations in the sums due or to become due by the Borrower to the Bank: IN WITNESS WHEREOF these presents are executed by the Borrower and the Chargeholder as follows:

By the Borrower at

On the _____ day of _____ before these witnesses

..... Witness

Name
Borrower

Address

Occupation

..... Witness

Name
Borrower

Address

Occupation

By the Chargeholder

At

On the _____ day of _____
.....
Chargeholder

..... Witness

Name

Address

.....
Chargeholder

Address

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By

in favour of

The Royal Bank of Scotland plc

Subjects:

Borrower:

Date:

Solicitors: