

The Mansfield Building Society

Certificate of Title (Commercial)

To: THE MANSFIELD BUILDING SOCIETY
REGENT HOUSE, REGENT STREET,
MANSFIELD, NOTTS, NG18 1SS

The Mansfield Building Society Reference or Account Number:	
The Borrower: (full name or names)	
The Guarantor (full name or names)	
Property:	
Post Code:	
Title Number(s)	
Mortgage Advance (Amount)	
Price stated in transfer:	
Completion Date:	
Conveyancer's Name & Address	
Conveyancer's Reference:	
Conveyancer's bank, sort code and account number:	
Date of Instructions:	

WE THE CONVEYANCERS NAMED ABOVE CERTIFY as follows:

- (1) We have checked the identity of the Borrower (and anyone else required to sign the mortgage deed or other document connected with the mortgage) in accordance with the Society's Mortgage Instructions referred to in paragraph (3)(ii) below.
- (2) That upon completion there is full vacant possession of the Property, unless the Property is or is to be subject to a lease or tenancy which is detailed in our Mortgage Offer or Facility Letter and the terms of which are consistent with those details and is either in accordance with the Lease or Tenancy Details advised by you on the attached Leasehold/Tenancy Disclosure forms annexed (Business leases/tenancies) or (if residential) is or is intended be let in accordance with the Society's standard residential letting conditions.
- (3) Except as otherwise disclosed to you in writing:-
 - (i) we have investigated the title to the Property, we are not aware of any other financial charges secured on the Property which will affect the Property after completion of the mortgage. Upon completion of the mortgage, both you and the mortgagor (whose identity has been checked in accordance with paragraph (1) above) will have a good and marketable title to the Property and to appurtenant rights free from prior mortgages or charges and from onerous encumbrances which title will be registered with absolute title;
 - (ii) except as varied by the Society's Mortgage Offer or Facility Letter and any specific written instructions issued by the Society we have and shall comply with the BSA Mortgage Instructions (combined Instructions and Specific Requirements which are available on the Society's website).
 - (iii) we have compared the extent of the Property shown on any plan provided by you against relevant plans in the title deeds and/or the description of the Property in any valuation which you have supplied to us, and in our opinion there are no material discrepancies;
 - (iv) the assumptions stated by the valuer about the title (its tenure, easements, boundaries and restrictions on use) in any valuation which you have supplied to us are correct;
 - (v) if the Property is leasehold the terms of the lease accord with your instructions, including any requirements for covenants by the Landlord a management company and the Tenant including any required deed of mutual covenant for the insurance, repair and maintenance of the structure, exterior and common parts of any building of which the property forms part, and we have or will obtain on or before completion a clear receipt for the last payment of rent and service charge;
 - (vi) if the Property is to be purchased by the Borrower;
 - (a) the contract for sale provides for vacant possession on completion and save where the provisions of paragraph (2) above applies;
 - (b) the seller has owned or been the registered owner of the Property for not less than six months;
 - (c) we are not acting on behalf of the seller;

- (vii) we are in possession of: (A) either a local search or local search insurance and (B) such other searches or search insurance as are appropriate to the Property, the mortgagor and any guarantor, in each case in accordance with your instructions;
- (viii) nothing has been revealed by our searches and enquiries which would prevent the Property being used by any occupant for the purposes for which it is currently used or, following completion, it is proposed to be used;
- (ix) neither any principal nor any other solicitor in the practice giving this certificate nor any spouse, child, parent, brother or sister of such a person is interested in the Property (whether alone or jointly with any other) as mortgagor.

WE:-

- (a) undertake, prior to use of the mortgage advance, to obtain in the form required by you the execution of a mortgage and a guarantee as appropriate by the persons whose identities have been checked in accordance with paragraph (1) above as those of the Borrower, any other person in whom the legal estate is vested and any guarantor; and, if required by you:-
 - to obtain their signatures to the forms of undertaking required by you in relation to the use, occupation or physical state of the Property;
 - to ask the Borrower for confirmation that the information about occupants given in your mortgage instructions or offer is correct; and
 - to obtain consents in the form required by you from any existing or prospective occupier(s) aged 17 or over of the Property specified by you or of whom we are aware;
- (b) have made or will make such Bankruptcy, Land Registry or Land Charges Searches as may be necessary to justify certificate no. (2)(i) above;
- (c) will within the period of protection afforded by the searches referred to in paragraph (b) above:
 - (i) complete the mortgage;
 - (ii) arrange for the issue of a stamp duty land tax certificate if appropriate;
 - (iii) if the Borrower is a Company, register the mortgage at Companies House within the statutory period;
 - (iv) deliver to the Land Registry the documents necessary to register the mortgage in your favour and any relevant prior dealings;
 - (v) effect any other registrations necessary to protect your interests as mortgagee; (if there is an obligation to advance further monies form CH2 must be registered at HM Land Registry).
- (d) will despatch to you such deeds and documents relating to the Property as you require with a list of them in the form prescribed by you within ten working days of receipt by us of the title information document from the Land Registry;

- (e) will not part with the mortgage advance (and will return it to you if required) if it shall come to our notice prior to completion that the Property will at completion be occupied in whole or in part otherwise than in accordance with your instructions;
- (f) will not accept instructions, except with your consent in writing, to prepare any lease or tenancy agreement relating to the Property or any part of it prior to despatch of the title information document to you;
- (g) will not use the mortgage advance until satisfied that, prior to or contemporaneously with the transfer of the Property to the mortgagor, there will be discharged (A) any existing mortgage on the property the subject of an associated sale of which we are aware and (B) any other mortgages made by a lender identified by you secured against a property located in England or Wales where you have given either an account number or numbers or a property address;
- (h) will notify you in writing if any matter comes to our attention before completion which would render the certificate given above untrue or inaccurate and, in those circumstances, will defer completion pending your authority to proceed and will return the mortgage advance to you if required;
- (i) we confirm that we have complied, or will comply with your instructions in all other respects.

SIGNED on behalf of THE CONVEYANCERS	
NAME of Authorised Signatory	
QUALIFICATION of Authorised Signatory	
DATE of Signature	

For our administrative purposes please also state the following:-

The Property Owners Full Names	
Where the property is being purchased, state name(s) of proposed owners	
The date of signing our legal Mortgage. (For use when the Property is already owned).	
Where Two or More Persons Are Named as Owners they Hold the Property as:	Joint Tenants
	Tenants in Common
	on Behalf of the Beneficiaries / Trustees

WARNING PLEASE CAREFULLY CHECK THAT YOU HAVE FULLY COMPLETED ALL RELEVANT PARTS OF THIS CERTIFICATE. FAILURE TO DO SO MAY RESULT IN DELAYS RELEASING FUNDS.