

DEED OF POSTPONEMENT AND PRIORITIES (SCOTLAND)

Date:	
Borrower(s) Names(s) and Address:	
Property:	ALL and WHOLE [address and conveyancing description and Title Number where applicable]
Lender:	Vida Bank Limited trading as Vida Homeloans, registered in England with number 098376921 having its registered office at 1 Battle Bridge Lane, London, SE1 2HP.
Lender's Charge:	A standard security granted by the Borrower(s) in favour of the Lender over the Property dated [] and registered in the Land Register of Scotland under Title Number [] on [].
Second Mortgagee:	
Second Mortgagee's Charge	A standard security granted by the Borrower(s) in favour of the Second Mortgagee over the Property dated [] and registered in the Land Register of Scotland under Title Number [] on [].
Loan:	£

- The Property was charged to the Second Mortgagee by the Second Mortgagee's Charge to secure monies and liabilities detailed within the Second Mortgagee's Charge.
- The Property was charged to the Lender by the Lender's Charge by way of standard security to secure the Loan, interest and all sums secured by the Lender's Charge.
- The Lender and the Second Mortgagee agree and declare that the Lender's Charge is at all times to have priority over the Second Mortgagee's Charge and that the Second Mortgagee's Charge is at all times to rank after and to take effect in all respects subject to the Lender's Charge.
- The Lender and the Second Mortgagee agree that the Lender's Charge is to secure the Loan and all monies at any time payable or to become payable by the Borrower to the Lender on any account whatsoever and with the performance of all other obligations at any time owed by the Borrower to the Lender. Except as set out in this Deed nothing contained in this Deed shall affect the status of the Lender's Charge or the Second Mortgagee's Charge as continuing securities.
- This Deed is supplemental to the Lender's Charge and shall be treated as a variation of the Second Mortgagee's Charge in terms of section 16 of the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended (the "Act") and shall be valid and effective irrespective of the provisions of section 13 of the Act or any rule of law which might operate to contrary effect and irrespective of the date or dates on which sums were, are, or are to be advanced by the Lender and the Second Mortgagee respectively to the Borrower or shall become due by the Borrower to the Lender and the Second Mortgagee respectively, the Second Mortgagee having no concern with the composition of or the fluctuations in the sums due by the Borrower to the Lender.
- In this Deed the expressions "the Lender" and "the Second Mortgagee" shall include their respective assignees, transferees and successors in title in and to the Lender's Charge and the Second Mortgagee's Charge. The Borrower(s) execute this Deed to evidence their agreement hereto and for no other purpose.

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7. This Deed and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of Scotland. IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as undernoted:

Lender

Subscribed by Vida Bank Limited at [] on [] by [a director and its secretary] [two directors]

Signature – Director:	
Signature – Secretary/Director:	

Second mortgagee

Subscribed by [] at [] on [] by [a director and its secretary] [two directors]

Signature – Director:	
Signature – Secretary/Director:	

Borrower

Subscribed by [] at [] on []

Signature – Borrower:	
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In the presence of

Signature – Witness:	
Name of Witness:	
Address of Witness:	

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OR where the Second Mortgagee is an individual

Subscribed by [] at [] on []

Signature – Second Mortgagee:	
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In the presence of

Signature – Witness:	
Name of Witness:	
Address of Witness:	