

original

COUNTY

LAND REGISTRY
FOLIO

THIS INDENTURE is made the
BETWEEN

16 day of May 2007

CATHERINE LYNCH

(herein called "the Mortgagor") of the first part

IRISH LIFE & PERMANENT plc having its registered office at Irish Life Centre, Lower Abbey Street Dublin 1
(herein called "permanent tsb") of the second part AND

(herein called "the Guarantor") of the third part

NOW THIS INDENTURE WITNESSETH as follows:

1. The sum initially advanced on foot of this security is set out in the First Schedule, the receipt whereof is hereby acknowledged by the Mortgagor.
2. The Mortgagor the registered owner as beneficial owner hereby charges the property described in the Second Schedule hereto with the payment to permanent tsb of all present and future advances payable by the Mortgagor to permanent tsb under the Mortgage Conditions, and the Mortgagor hereby assents to the registration of the said charge as a burden on the property hereby charged. The address in the State of permanent tsb for services of notices, and its description are as set out above.
3. In respect of so much (if any) of the property (the entire of which is hereinafter called "the Property") described in the Second Schedule hereto the ownership whereof is not registered in the Land Registry the Mortgagor as Beneficial Owner hereby grants conveys assigns transfers and demises unto permanent tsb ALL THAT AND THOSE the Property TO HOLD the same as to so much thereof as is of freehold tenure UNTO and to the use of permanent tsb and its assigns in fee simple and as to so much thereof as is of leasehold tenure UNTO permanent tsb for the residue or residues of the term or respective terms of years for which the Mortgagor now holds the same less the last three days of each such term SUBJECT to the proviso for redemption contained in the Mortgage Conditions.
4. This Indenture shall be a security (except as varied in writing by permanent tsb) for all present and future advances and all moneys payable by the Mortgagor to permanent tsb under the Mortgage Conditions in whatever currencies whether certain or contingent which now or any time hereafter may be due owing or incurred by the Mortgagor or for which the Mortgagor may be or become liable to permanent tsb on any account or in any manner whatever (and whether alone or jointly with any other person and under whatever style or name whether as principal or surety), together with interest to the date of payment and other costs charges expenses incurred by permanent tsb in relation to this Mortgage or enforcing the security created thereby.
5. It is hereby certified that an appropriate Consent (where necessary) has been given under Section 45 of the Land Act, 1965 to the vesting in permanent tsb of the interest in land purported to be vested by this Instrument and that any conditions attached to the said Consent have been complied with, or alternatively that no such Consent is required in respect of the within transaction.
6. The Guarantor (if any) guarantees the advance and indemnifies permanent tsb in accordance with Clause 21 of the Mortgage Conditions incorporated herein.
7. This indenture incorporates the Clauses set out in permanent tsb Mortgage Conditions 2002 (herein called "the Mortgage Conditions") and the Mortgagor and Guarantor (if any) ACKNOWLEDGE RECEIPT of the Mortgage Conditions which they have read and understood and they covenant with permanent tsb to observe and be bound by the Mortgage Conditions.

Registered in the Registry of Deeds (Dublin) on 15th September 2016
Serial No: 2016077068

An Officer duly authorised under Section 22 of the Registration of Deeds and Title Act 2006

LESS WHEREOF the Mortgagor and Guarantor (if any) have hereunto set their hands and affixed their and permanent tsb has caused its seal to be affixed the day and year first herein written.

FIRST SCHEDULE HEREINBEFORE REFERRED TO

The Initial Advance : €
Term of the Initial Advance : 23 Years from the end of the month in which the commencement date falls.
Commencement date of Initial Advance : day of

SECOND SCHEDULE HEREINBEFORE REFERRED TO

(Particulars and tenure of the Property)

(a) Common description:

(b) The Property (or part thereof) the ownership of which is registered in the Land Registry:

ALL THAT AND THOSE THE hereditaments premises and appurtenances comprised in Folio of the register of freeholders/leaseholders County of

SEE SCHEDULE ATTACHED

(c) The Property (or part thereof) the ownership of which is not registered in the Land Registry:

SEE SCHEDULE ATTACHED

Tenure:

SECOND SCHEDULE HEREINBEFORE REFERRED TO

(B)

**ALL THAT AND THOSE THE hereditaments premises and appurtenances
comprised in**

Folio 1820L of the Register County Wexford more particularly described as
Apartment 5 Maryville Gardens, Courtown, County Wexford

SECOND SCHEDULE HEREINBEFORE REFERRED TO

(C)

**ALL THAT AND THOSE THE hereditaments premises and appurtenances
known as :-**

AND SEALED AND DELIVERED BY
THE MORTGAGOR IN THE PRESENCE OF:

Catherine Lynch


Solicitor **Justin Cody**
Solicitor
James Cody & Sons,
Bagenalstown,
Co. Carlow.

SIGNED SEALED AND DELIVERED
BY THE GUARANTOR IN THE
PRESENCE OF:

SOLICITOR

PRESENT when the Common Seal of the
IRISH LIFE & PERMANENT plc was affixed hereto:

CONSENT TO MORTGAGE
THE FAMILY HOME PROTECTION ACT, 1976

I,

of

state as follows:

1. I am the lawful spouse of the within named being the Mortgagor/one of the persons named as Mortgagor in the within Mortgage.
2. I am aware that by virtue of Section 3 of the above Act the Property described in the Second Schedule to the within Mortgage cannot be mortgaged without my prior consent in writing.
3. I acknowledge that I have been advised in regard to the provisions of the above Act as they affect me in relation to the Property and I am aware that it is intended that the within Mortgage shall be security not only for the initial advance referred to in the First Schedule to the within Mortgage but all other indebtedness and liability already incurred or hereafter to be incurred by the said Mortgagor to permanent tsb.
4. I understand that my home is at risk if payments on the Mortgage or any loan secured on it are not kept up.
5. I hereby give my prior consent for the purposes of Section 3 of the above Act to the within Mortgage which is intended to be executed after I execute this Consent.

Dated the _____ day of _____

SIGNED by the said _____

in the presence of:-

Signature of Witnessing Solicitor: _____
Name of solicitor: _____
Name of firm: _____
Address: _____

INDENTURE OF CONFIRMATION

THIS INDENTURE made the day of

BETWEEN

("the Beneficiary") of the one part and Irish Life & Permanent plc (hereinafter called "permanent tsb") of the other part.

WHEREAS

- A. These presents are supplemental to the within Indenture of Mortgage.
- B. Arising out of the investigation of the Mortgagor's title to the Property it is apprehended that the Beneficiary may have some beneficial estate right title or interest in the Property.
- C. the Beneficiary at the request of the Mortgagor has agreed to execute there presents for the purpose of confirming the within Indenture of Mortgage and further assuring the Property to permanent tsb as security for the present and future advances and other monies secured by the Mortgage.

NOW THIS INDENTURE made in pursuance of the said agreement between the Mortgagor and the Beneficiary and in consideration of the monies advanced or to be advanced by permanent tsb to the Mortgagor **WITNESSETH** as follows:-

1. The Beneficiary as to all (if any) of his beneficial estate right title and interest therein as beneficial owner **HEREBY GRANTS CONVEYS AND CONFIRMS** unto permanent tsb **ALL THAT AND THOSE** so much of the Property (save any part of the ownership whereof is registered in the Land Registry) as is of freehold tenure **TO HOLD** the same unto permanent tsb in fee simple subject to the proviso for the redemption contained in the within Indenture of Mortgage.
2. the Beneficiary as to all (if any) of his beneficial estate right title and interest therein as beneficial owner **HEREBY DEMISES AND CONFIRMS** unto permanent tsb **ALL THAT AND THOSE** so much of the property (save any parts the leasehold ownership whereof is registered in the Land Registry) as is of leasehold tenure **TO HOLD** the same unto permanent tsb for the residue or respective residues of the term or respective terms of years for which the same is held by the Mortgagor as specified in the Second Schedule to the within Indenture of Mortgage less the last three days of such term or respective terms subject to the proviso for redemption contained in the within Indenture of Mortgage.
3. the beneficiary as to all (if any) of his beneficial estate right title and interest therein **HEREBY CONFIRMS THE TRUST OF THE NOMINAL REVERSION** or nominal reversions (created by the combined operation of the within Indenture of Mortgage and these presents) declared in the within Indenture of Mortgage in favour of permanent tsb and the authority given to permanent tsb in the within Indenture of Mortgage to appoint a new trustee or new trustees of any such reversions and the irrevocable appointment of the Secretary for the time being of permanent tsb as attorney of the Mortgagor contained in the within Indenture of Mortgage.
4. the Beneficiary as to all (if any) of his beneficial estate right title and interest therein as beneficial owner **HEREBY CONFIRMS THE CHARGE** created by the within Indenture of Mortgage on so much of the Property the ownership whereof in the case of freehold property is registered in the Land Registry and in the case of leasehold property the leasehold interest whereof is registered in the Land Registry as security for the monies secured by the Mortgage.
5. In all other respects the Beneficiary hereby confirms and ratifies the within Indenture of Mortgage.

6. The Beneficiary hereby authorises permanent tsb to release the within Indenture of Mortgage and these presents by reconveyance surrender or discharge in favour of the Mortgagor or as the Mortgagor shall direct and without being obliged to execute a release in favour of the Beneficiary or the person for the time being entitled to such beneficial estate right title and interest as the Beneficiary may have in the Property.
7. the Beneficiary hereby further acknowledges that all powers remedies and rights of permanent tsb under the provisions of the within Indenture of Mortgage or implied by statute in the within Indenture of Mortgage shall be exercisable by permanent tsb without notice to the Beneficiary and notwithstanding anything contained in these presents the Beneficiary shall not be deemed to have any rights of a mortgagor in respect of the property.
8. It is hereby certified that an appropriate Consent (where necessary) has been given under Section 45 of the Land Act, 1965 to the vesting in permanent tsb of the interest in land purported to be vested by this Instrument and that any conditions attached to the said Consent have been complied with, or alternatively that no such Consent is required in respect of the within transaction.
9. For the consideration aforesaid and at the request of the Mortgagor the Beneficiary HEREBY postpones all rights privileges and charges including his right of residence in the Property in favour of permanent tsb's within Mortgage and hereby assents to the entry of a registration to that effect on Folio County
10. The Beneficiary hereby agrees that upon the exercise by permanent tsb of its rights under the within Mortgage to give up possession of the Property to permanent tsb.
11. This Indenture incorporates the Clauses set out in permanent tsb Mortgage Conditions 2002 (herein called "the Mortgage Conditions") and the Beneficiary ACKNOWLEDGES RECEIPT of the Mortgage Conditions.

IN WITNESS whereof the Beneficiary has set his hand and affixed his seal and permanent tsb have affixed its seal hereto the day month and year first herein **WRITTEN**.

SIGNED SEALED AND DELIVERED

by the Beneficiary

in the presence of:- _____

Solicitor

Present when the Common Seal
of Irish Life & Permanent plc
was affixed hereto:-

CONSENT TO DEED OF CONFIRMATION
THE FAMILY HOME PROTECTION ACT, 1976

I,

of

hereby state:

1. I am the lawful spouse of _____, the within named Beneficiary.
2. I am aware that by virtue of Section 3 of the above Act the within Beneficiary cannot execute the within Indenture of Confirmation in relation to such (if any) beneficial estate right title and interest as he has in Property specified in the Second Schedule to the within Indenture of Mortgage without my prior consent in writing.
3. I acknowledge that I have been advised in relation to provisions of the above Act as they affect me and I aware that the within Indenture of Mortgage is security not only for the initial advance referred to in the First Schedule to the within Indenture of Mortgage but also all other indebtedness and liability already incurred or hereafter to be incurred by the Mortgagor to permanent tsb.
4. I hereby consent for the purposes of Section 3 of the above Act to the within Indenture of Confirmation in relation to such (if any) beneficial estate right title and interest as the within Beneficiary has in the Property which Indenture of Confirmation is intended to be executed after I execute this consent.

Dated the _____ day of _____

SIGNED by the said _____

in the presence of:- _____

Signature of witnessing solicitor: _____

Solicitor

Name of Solicitor: _____

Name of Firm: _____

Address: _____

INDENTURE is made the day of
Between the within named IRISH LIFE & PERMANENT plc (hereinafter called "permanent tsb")
of the one part and within named

WHEREAS:-

A. These presents are supplemental to the within Indenture of Mortgage and (where appropriate) the within Indenture of Confirmation (hereinafter solely or collectively called "the Principal Indenture".)

B. The Mortgagor has requested permanent tsb to release the Property from the Principal Indenture for good and proper consideration which permanent tsb has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE made in consideration of the premises **WITNESSETH** as follows:-

1. permanent tsb as Mortgagee hereby grants and releases unto the Mortgagor ALL THAT AND THOSE so much of the Property (save any parts the ownership whereof is registered in the Land Registry) as is of freehold tenure comprised in and assured by the Principal Indenture or which is now by any means vested in permanent tsb subject to redemption by virtue of the Principal Indenture TO HOLD the same unto and to the use of the Mortgagor in fee simple FREED AND DISCHARGED from the secured monies now or at any time owing on the security of and from all charges claims and demands under the Principal Indenture.

2. permanent tsb as Mortgagee hereby surrenders and releases unto the Mortgagor ALL THAT AND THOSE so much of the property (save any parts the leasehold ownership whereof is registered in the Land Registry) as is of leasehold tenure comprised in and demised by the Principal Indenture or which is now by any means vested in permanent tsb subject to redemption by virtue of the Principal Indenture TO THE INTENT that the term or terms of years granted by the Principal Indenture may merge in the term or respective terms of years out of which the same is or are carved and become extinguished so that such part or parts of the Property may henceforth be held by the Mortgagor FREED AND DISCHARGED from the secured monies now or at any time owing on the security of and from all charges claims and demands under the Principal Indenture.

3. permanent tsb the registered owner of the charge created by the Principal Indenture over so much of the Property as is registered in the Land Registry (particulars of which charge are set out in the Schedule hereto) hereby requires a note of the Discharge of the said charge as a burden on the said property to be entered in the folio or folios of the Register on which the said property and the said charge are registered.

4. It is hereby certified by the Mortgagor that he the Mortgagor and any other person becoming jointly with him entitled to the entire beneficial interest in the Property hereby released, is an Irish citizen [and it is certified by the Mortgagor that an appropriate consent has been obtained from the Land Commission pursuant to Section 45 of the Land Act, 1965 and that any conditions attached thereto have been complied with.]
IN WITNESS whereof the common seal of permanent tsb has been affixed hereto and the Mortgagor has hereunto set his hand and affixed his seal the day and year first herein WRITTEN.

SCHEDULE

Charge for present and future advances registered on the day of
at Entry No. as a burden on the property described in folio of the Register County

PRESENT when the Common seal of
IRISH LIFE & PERMANENT plc was affixed hereto:

SIGNED SEALED AND DELIVERED by the
MORTGAGOR in the presence of:

Irish Life & Permanent plc acknowledge to have received all monies to be
secured by within written Deed.

In Witness Whereof the Seal of Irish Life & Permanent plc hereto
affixed this day of

LAND REGISTRY
REGISTERED AS A BURDEN IN
FOLIO * OF THE REGISTER
COUNTY

Dated the _____ day of _____

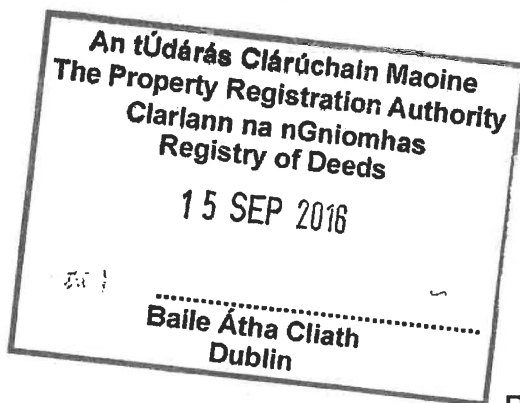
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to

IRISH LIFE & PERMANENT plc

**Mortgage
and
Charge**

(2002 Edition)



Premises

Initial Advance :€

Term :

Ref :

BMG00
Rev 20C

A2016RD022854G