

Independent Legal Advice Certificate

Full Name of Applicant:

Address of Property:

Total Loan Amount: £

Purpose of Loan:

Definitions

In this Certificate, unless the context otherwise requires:

- "Applicant" means the individual referred to above;
- "Agreement" means the agreement entered into between the applicant and the lender which is made up of 1) any declaration you make in the Application Form 2) the Offer 3) The Mortgage Deed or Standard Security (as applicable) 4) The Tariff of Fees and 5) The Mortgage Terms and Conditions 2017 issued on behalf of United Trust Bank Limited (the "Lender") to the Applicant;
- "Lender" means United Trust Bank Limited;
- "Loan Amount" means the total loan amount stipulated above; and
- "Property" means the property the applicant has offered to us as security referred to above.
- WHEREAS the Lender has agreed to enter into Agreement with the Applicant upon the security of a legal charge via a signed mortgage deed/standard security (Scotland) (the "Charge") over the Property.

Solicitor Declaration

I hereby certify as follows:

1. I am a solicitor representing the above named Applicant in connection with their obtaining a loan from the Lender pursuant to the Agreement.
2. I explained to the Applicant the full extent of their liability and the contents and effect of the Agreement and Charge upon the Property, and that the Property may be repossessed if they do not comply with their obligations to the Lender pursuant to the terms of the Agreement.
3. I explained that upon execution, the Charge will also secure any further advances with the same risk of repossession as referred to above, and secured not only the Loan Amount together with interest, fees and charges, but was also capable of securing all monies under other credit and similar transactions.
4. I saw the Applicant alone and asked about the circumstances under which advice was being obtained. There was no evidence whatsoever of any undue influence being applied to the Applicant.
5. The Applicant understood the explanation of the contents and of the consequences of entering into the Agreement, and confirmed to me that they so understood.
6. The Applicant understood the explanation of the contents and of the consequences of entering into the Charge, and confirmed to me that they so understood.
7. I validated the identity of the Applicant through documentary proof by way of one original item as indicated from the following list, which also bore their signature. I have compared the photograph, and signature within the indicated document, with the Applicant and their signature to that on the Charge signed in my presence. I am satisfied that the Applicant is the same person and I now enclose a certified copy of the indicated document, which I have taken from the original.

	Indicate Document
UK/EEA/EU Passport	
UK/EES/EU Photo Driving Licence	
EU/EEA National Identity Card	
Northern Ireland Voters Card	
Firearms or Shotgun Licence	

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8. The Charge and was signed by the Applicant in my presence and I witnessed the signature on the Charge.

Solicitor

Full Name: _____

Name of Firm: _____

Position: _____

Signature

Date:

Applicant Declaration

I confirm that the above named person advised me as set out above and that I have not been pressurised or influenced by anyone to accept the Agreement by signing the charge against my will or better judgment.

Signature

Date:
