



**RESIDENTIAL
MORTGAGE
LENDING**

**SOLICITOR'S
UNDERTAKING**

**LAW SOCIETY
APPROVED FORM
(1999 EDITION)**

RESIDENTIAL MORTGAGE LENDING

SOLICITOR'S UNDERTAKING

LAW SOCIETY APPROVED FORM (1999 EDITION)

To: _____
("the Lender" its transferees, successors and assigns)

MY/OUR CLIENT(S) _____
("the Borrower")

ADDRESS(ES) _____

PROPERTY _____

("the Property")

YOUR REF/ACCOUNT NO. _____

In consideration of the Lender agreeing to the drawdown of a loan facility in respect of the Property before the Lender's mortgage security has been perfected and subject to the payment through me/us of the loan cheque(s), unless I/we have consented in writing to *another mode of payment, I/we, the undersigned Solicitor for the Borrower, HEREBY UNDERTAKE with the Lender as follows :

1. Good Title

Save for any qualification on title as agreed in writing with the Lender as set out in the Schedule hereto, to ensure, where the Borrower is acquiring the Property, that the Borrower will acquire good marketable title to it, or, where the Borrower already owns the Property, to satisfy myself/ourselves that such Borrower has good marketable title to it. (Note I).



2. Execution of Security Documents

To ensure, prior to negotiating the loan cheque(s) or the proceeds thereof that:

- a) the Borrower has executed a Mortgage Deed/Charge in the Lender's standard form as produced by the Lender (the "Mortgage") over the Property (and, if required by the Lender, that any non-owning Borrower has joined in the Mortgage),
- b) a Deed of Confirmation is executed by all necessary parties where the circumstances render such a Deed appropriate, and
- c) all the provisions of the Family Home Protection Act, 1976 and any Act amending, extending or replacing that Act are complied with in respect of the Mortgage and any such Deed of Confirmation.
such that the Mortgage ranks as a first legal Mortgage/Charge on the Property. (Note 2)
- d) the Borrower has executed the Lender's Standard Form of Life Policy Assignment, if specified in the Facility Letter/Letter of Offer (the "Facility Letter")
- e) a Guarantee in the Lender's Standard Form is executed, if specified in the Facility Letter
- f) I am/we are in funds to discharge all Stamp Duty and Registration Fees.

3. Stamping, Registration & Lodgment with the Lender

As soon as practicable, to stamp (if exigible) and to register the Mortgage in the appropriate Registry so as to ensure that the Lender obtains a first legal Mortgage/Charge on the Property and expeditiously, as soon as practicable thereafter, to lodge the following with the Lender :-

- a) all Deeds and documents to the Property, stamped and registered as appropriate, including, if applicable, the Assignment of the Life Policy, stamped collateral to the Mortgage
- b) the original Mortgage (with Certificate of Charge endorsed thereon, under Rule 156 of Land Registry Rules, 1972, if Land Registry title)
- c) if Land Registry title, the Land Certificate or, if not issued, an up-to-date Certified Copy Folio of the Property showing the Mortgage registered as a burden thereon, and
- d) my/our Certificate of Title in the Law Society's standard form.

To the extent to which the Lender has indicated that it will attend to stamping and registration or any other work referred to above this part of the Undertaking shall be deemed to be amended accordingly.

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4. Documents in Trust

Pending compliance with paragraph 3, to hold all title documents of the Property in trust for the Lender.

Authority

I/We confirm that I/we have the Borrower's irrevocable authority to give this undertaking and, where applicable, the Borrower's spouse's prior consent to give this undertaking.

Extent of Undertaking

This Undertaking is given by me/us in my/our sole capacity as Solicitor(s) for the Borrower and not as Solicitor(s) for or as agent/quasi agent of the Lender. It relates to Matters of Title and represents the sum of my/our obligations to the Lender in relation to this loan transaction. I/We have no responsibility for any matter of a non-title nature except insofar as any of the matters set out in this Undertaking may be deemed to be matters of a non-title nature.



SCHEDULE

Qualifications on Title (if any) agreed in writing with the Lender.

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Dated this _____ day of _____

SIGNATURE _____

NAME OF SOLICITOR SIGNING _____

(See Note 3)

STATE WHETHER PRINCIPAL/PARTNER
OR AUTHORISED SOLICITOR _____

NAME OF FIRM _____

ADDRESS OF FIRM _____

* Where it has been specifically agreed with the Lender that the funds shall issue by way of electronic funds transfer direct to the client account of the Borrower's Solicitor(s), please tick (and initial) the boxes and insert the details of that account

Name & Address of Bank _____

Bank Sort Code _____

Solicitor's Client Account Name _____

Solicitor's Client Account No. _____

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NOTES :

1. In this Undertaking "**good marketable title**" means a title of a quality commensurate with prudent standards of current conveyancing practice in Ireland. The latter entails, where the Property is being acquired, that the purchase was effected on foot of the current Law Society's Conditions of Sale and/or Building Agreement. It also entails that the investigation of the title to the Property was made in accordance with the current Law Society Requisitions on Title together with any additional Requisitions appropriate to the Property and that satisfactory Replies have been received. When the Property is already owned by the Borrower, the title shall be so investigated that if the said Requisitions had been raised, satisfactory Replies would have been obtained.

In this Undertaking "**Matters of Title**" means only such matters as relate to the title to the Property in the context of a conveyancing transaction and does not include any matters relating to the condition of the Property, the suitability or otherwise of the Borrower or any other matter (including the form or efficacy of the Mortgage).

Any dispute as to the quality of any title or as to whether or not any matter constitutes a Matter of Title (within the foregoing definitions) may be referred for a ruling to the Conveyancing Committee of the Law Society of Ireland, but without prejudice to the right of either party to seek a determination by the Court on the issue.

2. Where the Lender is a Building Society within the meaning of the Building Societies Act, 1989 and any Act amending, extending or replacing that Act, any prior Mortgage or Charge must be redeemed prior to or contemporaneously with the creation of the Mortgage.
3. The Undertaking must be signed by a **Partner** or, in the case of a sole practitioner, by the **Principal** or other Solicitor duly authorised in writing on behalf of the firm by either of the foregoing. (**Note** :Where signed by the latter, the original or a Solicitor's certified copy of the written authority in question MUST be attached to this Undertaking).



CLIENT(S) RETAINER AND AUTHORITY

To _____ Solicitor(s)
of _____

I/We irrevocably authorise and direct you to give an undertaking in the form and containing the information set out overleaf (including an undertaking to lodge with the Lender the Title Deeds of the Property including any Land Certificate which has issued in relation to the Property) to

(Name of Lender) _____

and in consideration of your giving the foregoing undertaking, I/we hereby undertake that I/we will not discharge your retainer as my/our Solicitor(s) in connection with the foregoing matter unless and until I/we have procured from the Lender your effective release from the obligations imposed by such undertaking and I/we hereby indemnify you and all your partners and your and their Executors, Administrators and Assigns against any loss arising from my/our act or default.

Dated the _____ day of _____

Signed by the Borrower _____

in the presence of _____

FAMILY HOME PROTECTION ACT CONSENT

I, _____
the lawful spouse of the above named Borrower

DO HEREBY GIVE MY PRIOR IRREVOCABLE CONSENT for the purposes of the Family Home Protection Act, 1976 (as amended) to the foregoing Retainer and Authority of my said spouse and to the within undertaking to be given by my spouse's Solicitor.

I acknowledge that it has been recommended to me that I should obtain independent legal advice with regard to the legal implications of giving this irrevocable consent. Where I have chosen not to take such advice, I declare that I did so voluntarily.

The Property is not adversely affected by section 5 of the Family Law Act, 1981, the provisions of the Judicial Separation and Family Law Reform Act, 1989, the Family Law Act, 1995 or the Family Law (Divorce) Act, 1996.

Dated the _____ day of _____

Signature of Spouse _____

Spouse's name in BLOCK CAPITALS _____

Witness _____

(Solicitor)

Address of Witness _____

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