



**IRISH  
BANKING  
FEDERATION**

**This is an important legal document and independent legal advice should be  
taken before signing it**

## **IRISH BANKING FEDERATION**

# **CONFIRMATION OF MORTGAGE**

**VERSION 1.0 2009**

This Confirmation is a limited recourse supplemental third party mortgage and must be executed by any person who has, or may have, a beneficial interest in the Mortgaged Property.

## CONFIRMATION

**THIS CONFIRMATION** is supplemental to the Mortgage and is given on \_\_\_\_\_ 20 \_\_\_\_ to the Secured Party named in the Mortgage by \_\_\_\_\_ of \_\_\_\_\_ (the “Beneficiary”) and **WITNESSES** as follows:

### DEFINITIONS:

In this Confirmation “Mortgage” means the mortgage dated \_\_\_\_\_ -20 \_\_\_\_ and made between (1) \_\_\_\_\_ and (2) \_\_\_\_\_.

Relating to (insert brief description of the Mortgaged Property): \_\_\_\_\_

Terms defined in the Mortgage or the General Mortgage Conditions have the same meaning in this Confirmation.

### BACKGROUND:

- A. The Beneficiary may have and/or may hereafter acquire some beneficial interest in or to the Mortgaged Property.
- B. The Beneficiary, at the request of the Mortgagor, has agreed to execute this Confirmation to confirm the security created by the Mortgage and the General Mortgage Conditions and to further assure the Mortgaged Property to the Secured Party as security for the Secured Liabilities.

### NOW THIS CONFIRMATION WITNESSES:

#### 1. MORTGAGE OF BENEFICIAL INTEREST

As continuing security for the payment and discharge of the Secured Liabilities the Beneficiary as beneficial owner as to all (if any) the Beneficiary’s present and future beneficial estate, right, title and interest in or to the Mortgaged Property hereby charges and confirms unto the Secured Party as agent and trustee for itself and each Associate the Mortgaged Property with payment of the Secured Liabilities and assents to the registration of such charge as a burden on the property thereby affected.

#### 2. CONFIRMATION OF THE MORTGAGE

In all other respects the Beneficiary hereby confirms and ratifies the Mortgage and the General Mortgage Conditions.

#### 3. RELEASES

The Beneficiary hereby authorises the Secured Party to release the Mortgage and this Confirmation by discharge or vacate in favour of the Mortgagor or as the Mortgagor shall direct and without being obliged to execute a discharge or vacate 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 Mortgaged Property.

#### 4. SECURED PARTY’S RIGHTS AND REMEDIES

The Beneficiary hereby further acknowledges that all powers remedies and rights (express or implied) of the Secured Party under or pursuant to the Mortgage and the General Mortgage Conditions shall be exercisable by the Secured Party without notice to the Beneficiary and notwithstanding anything contained in this Confirmation the Beneficiary shall not be deemed to have any rights of a mortgagor in respect of the Mortgaged Property.

**5. PROTECTIVE CLAUSE**

The Beneficiary shall not be entitled as against the Secured Party to any of the rights or remedies legal or equitable of a surety or (until the Secured Liabilities have been paid or discharged in full) be entitled in competition with or priority to the Secured Party to make or enforce any claim against the Mortgagor or the Mortgaged Property and (without prejudice to the generality of the foregoing) the security hereby constituted shall not be impaired, discharged or affected in any way by any time or other indulgence granted by the Secured Party or any Associate to or by any variation, composition or other arrangement made by the Secured Party or any Associate with the Mortgagor or by any other act, event or omission which but for this provision would or might operate to impair discharge or otherwise affect the security hereby constituted.

**6. POSTPONEMENT OF INTEREST**

The Beneficiary agrees that the Mortgage shall have priority over all the Beneficiary's present and future estate, right, title and interest, if any, in and to the Mortgaged Property. The Beneficiary agrees that any present and future estate, right, title or interest that the Beneficiary may have in or to the Mortgaged Property shall be postponed to, and rank after, the Mortgage and hereby assents to the registration of an entry to that effect with respect the property thereby affected.

**7. ASSIGNMENTS**

The Secured Party may assign, transfer, mortgage, charge, sub-mortgage, sub-charge, declare a trust over or otherwise grant interests in, or dispose of, or otherwise vest in any person the whole or any part of the benefit of this Confirmation and its interest, rights and/or obligations hereunder to any person to whom it may assign, transfer, mortgage, charge, sub-mortgage, sub-charge, declare a trust for or otherwise grant interests in, or dispose of, or otherwise vest in the whole or any part of the benefit of the Mortgage and it may provide any information concerning the Beneficiary and this Confirmation to any person to whom it may provide information about the Mortgagor in accordance with the General Mortgage Conditions or otherwise.

**8. GOVERNING LAW AND JURISDICTION**

This confirmation shall be governed by and construed in accordance with the laws of Ireland. For the benefit of the Secured Party, the Beneficiary hereby agrees that the courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Confirmation and that accordingly any suit, action or proceeding arising out of or in connection with this Confirmation (in this clause referred to as "Proceedings") may be brought in such courts. Nothing in this clause shall limit the right of the Secured Party to take Proceedings against the Beneficiary in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

**IN WITNESS** whereof the Beneficiary has duly executed this Confirmation as a deed on the date shown at the beginning of this Confirmation.

**Signatures:**

**This is an important legal document. You are strongly recommended to seek independent legal advice before signing it.**

Signed Sealed\* and Delivered as a deed:

.....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Occupation of witness: .....

Signed Sealed\* and Delivered as a deed:

.....

Signature of witness: .....

Name of witness: .....

Address of witness: .....

Occupation of witness: .....

(please use a continuation sheet for additional signatories)

(\* If executed on or after 1 December 2009 please delete the word "sealed")

**CONSENT OF SPOUSE TO CONFIRMATION**  
**under the Family Home Protection Act 1976**

I, \_\_\_\_\_ of \_\_\_\_\_ hereby acknowledge and confirm that:

1. Terms defined in the attached Confirmation (the “**Confirmation**”) have the same meaning in this Consent.
2. I am the lawful spouse of the Beneficiary (or of one of the persons comprising the Beneficiary).
3. I have been advised in relation to the provisions of the Family Home Protection Act 1976 (the “**Act**”) as they affect me and I confirm that the Mortgaged Property is my ‘family home’ within the meaning of the Act. I am aware that by virtue of Section 3 of the Act the Beneficiary may not mortgage any beneficial interest the Beneficiary has in the Mortgaged Property without my prior consent in writing;
4. I am aware that it is intended that the Mortgage will be security not only for the Mortgagor’s present obligations to the Secured Party but also for such future obligations of the Mortgagor to the Secured Party and / or its to Associates as the Mortgagor may agree (in each case whether alone or with others and whether actual or contingent and whether as principal or surety or otherwise).
5. I understand that my family home is at risk and that the Secured Party may repossess and sell my family home if payments due to the Secured Party or any Associate are not kept up.
6. I hereby fully and freely consent for the purposes of Section 3 of the Act to the Confirmation in relation to such (if any) beneficial interest as the Beneficiary has in the Mortgaged Property and confirm that this consent is given by me prior to the execution by the Beneficiary of the Confirmation.
7. Unless I am the Mortgagor I confirm that I do not, and will not, claim to have any beneficial interest in the Mortgaged Property and any such interest that I may be deemed to have notwithstanding such confirmation I hereby postpone to rank after the Mortgage and the Confirmation.

**This is an important legal document. You are strongly recommended to seek independent legal advice before signing it.**

Date: .....

Signature of Spouse: .....

Signature of Witnessing Solicitor: .....

Name of Witnessing Solicitor: .....

Principal/Partner:.....

Name of firm: .....

Address: .....