

Conveyance Sole to Joint

THIS INDENTURE made the _____ day of _____ Two Thousand and _____ between _____ of _____ (hereinafter called “the Donor”) which expression shall where the context so admits or requires include his/her heirs executors administrators and assigns) of the first part and _____ of _____ (hereinafter called “the Donees” which expression shall where the context so admits or requires include their heirs, executors, administrators and assigns) of the second part and **permanent tsb p.l.c** having its registered office at 56-59 St Stephen's Green, Dublin 2 (hereinafter called “ permanent tsb”) of the third part.

WHEREAS:

1. The Donor is seized of the premises described in the Schedule hereto (hereinafter called “the Premises”) for an estate in fee simple in possession subject to the Mortgage next hereinafter recited but otherwise free from encumbrances.
2. By a Mortgage (hereinafter called “the Mortgage”) dated the _____ and made between the Donor of the one part and Irish Permanent building Society or Irish Permanent Plc or TSB Bank or Irish Life & Permanent Plc or permanent tsb p.l.c. of the other part the premises were conveyed unto permanent tsb in fee simple by way of a Mortgage to secure repayment to permanent tsb of all present and future advances together with interest thereon as herein provided.

Please enter the following where the Mortgage is dated between 20/04/1999 and 29/06/2012:

On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is an Irish Permanent plc Mortgage dated between 21/09/1994 and 20/04/1999:

On 20th April, 1999 Irish Permanent Plc changed its name to Irish Life & Permanent Plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is an Irish Permanent Building Society Mortgage dated before 21/09/1994:

The Irish Permanent Building Society converted to a public limited company under Part XI of the Building Societies Act, 1989 on 21st September 1994 and was known as Irish Permanent Plc. On 20th April, 1999 Irish Permanent Plc changed its name to Irish Life & Permanent Plc. On the 29th June 2012 Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is a TSB Bank Mortgage dated between 01/06/1992 and 20/04/2001:

By Statutory Instrument Number 175 of 2001, the Minister for Finance approved a reorganisation of TSB Bank whereby with effect from 20 April 2001 all of it's business, property, rights, liabilities and obligations transferred to and vested in Irish Life & Permanent plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is a Cork and Limerick Savings Bank or Trustees Savings Bank Dublin Mortgage dated before 01/06/1992:

By Statutory Instrument number 55 of 1992, the Minister for Finance approved of a scheme for the amalgamation of Cork and Limerick Savings Bank and Trustees Savings Bank Dublin with effect on 1 June 1992 and provided that the name of the amalgamated bank be TSB Bank. By Statutory Instrument Number 175 of 2001, the Minister for Finance approved a reorganisation of TSB Bank whereby with effect from 20 April 2001 all of it's business, property, rights, liabilities and obligations transferred to and vested in Irish Life & Permanent plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

3. The Mortgage is still valid and subsisting

FOR A FAMILY HOME INSERT:

4. The Premises constitute the family home within the meaning of the Family Home Protection Act 1976 (hereinafter called "the Act of 1976") of the Donor and the Donee who are married to each other.
5. The Donor is desirous of vesting the premises in the donor and the Donee as joint tenants subject to the Mortgage.
6. **permanent tsb** at the request of the Donor and the Donee and in consideration of the joint and several covenants by the Donor and the Donee with permanent tsb hereinafter contained has agreed to join in these presents for the purposes of signifying its consent to the vesting of the premises in the Donor and the Donee as joint tenants in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows:

1. For effectuating the said desire and in consideration of the natural love and affection for the Donee the Donor as settlor with the consent of permanent tsb **HEREBY CONVEYS** unto the Donor and the Donee **ALL THAT AND THOSE** the premises TO HOLD the same unto and to the use of the Donor and the Donee in fee simple as joint tenants subject to the Mortgage and the principal sum thereby secured and the interest hereafter to accrue due thereon.

2. The Donor and the donee hereby jointly and severally covenant with permanent tsb to pay to permanent tsb the principal sum secured by the Mortgage and all interest thereon and all other monies now due or henceforth to become due to permanent tsb under the Mortgage in the manner and at the time stipulated in the Mortgage and henceforth to perform and observe all covenants conditions provisos and agreements expressed or implied in or by the Mortgage and on the part of the Donor to be performed and observed as if the same were herein set forth at length and as if the names of the Donor and the Donee were substituted for the name of the Donor in the Mortgage.
3. Nothing herein contained shall prejudice or affect the power of sale and the other powers contained and implied in the Mortgage or the remedies for recovering payment of the monies thereby secured or any part thereof all of which powers are remedies shall continue in full force and effect.

IT IS HEREBY CERTIFIED by the Donor and the Donee being the persons becoming entitled as joint tenants to the entire beneficial interest in the premises hereby conveyed that each of them is an Irish Citizen and as such a qualified person within the meaning of Section 45 of the Land Act 1965.

IT IS HEREBY FURTHER CERTIFIED for the purposes of Section 14 of the Family Home Protection Act, 1976 that the Donor and the Donee are lawfully married to each other and that the premises constitute their family home within the meaning of the Act of 1976.

IT IS HEREBY FURTHER CERTIFIED that the within Conveyance is not affected by the provisions of Section 112 of the Finance Act 1990 by reason of the fact that it is a conveyance of an existing dwellinghouse.

IN WITNESS WHEREOF the Donor and the Donee have hereunto set their respective hands and seals and the Common Seal of permanent tsb has been affixed hereto the day and year first herein **WRITTEN**.

SCHEDULE

SIGNED SEALED AND DELIVERED

By the donor in the presence of:

SIGNED SEALED AND DELIVERED

By the Donor and the Donee in the
Presence of:

PRESENT when the Common Seal of
permanent tsb p.l.c. was affixed:

Dated day of 20

of one part

of second part

permanentsb p.l.c.

Of third part

CONVEYANCE