

Freehold/Leasehold Transfer from Joint to Sole (PROPERTY ONLY)

LAND REGISTRY

COUNTY

FOLIO

TRANSFER dated the day of

WHEREAS

1. are the registered owner of the freehold/leasehold interest in the lands comprised in Folio of the Register of County subject to a Charge(s) in favour of Irish Permanent Building Society **or** Irish Permanent Plc **or** Irish Life & Permanent Plc **or permanent tsb p.l.c.** registered as a burden(s) at No. in Part III of the said Folio.

2. **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 its 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 its 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 said _____ (hereinafter called “the Transferor”) has agreed with the said _____ (hereinafter called “the Transferee”) to release all his/her interest in the said lands comprised in Folio _____ of the Register of _____ County of _____ to the Transferee subject to the existing Charge(s) registered at Burden(s) No’s _____ in Part III of the said Folio but otherwise free from encumbrances including all rights or interest of the Transferor in the said property.

or

The said _____ (hereinafter called “the Transferor”) has agreed with the said _____ (hereinafter called “the Transferee”) for the sale to the Transferee for the sum of € _____ of all his/her interest in the lands comprised in Folio _____ County of _____ subject to the existing Charge(s) registered at Burden(s) No’s _____ in Part III of the said Folio but otherwise free from encumbrances including all the rights or interest of the Transferor in the said property.

4. **permanent tsb** p.l.c. (hereinafter called “**permanent tsb**”) has agreed to consent to the said Transfer on the terms hereinafter appearing.

NOW THIS INDENTURE WITNESSETH as follows-

1. The Transferor in consideration of the natural love and affection he/she bears for the Transferee **HEREBY TRANSFERS** and **RELEASES** the entire property comprised in Folio _____ of the Register of _____ County _____ unto and to the use of the Transferee for his/her own use and benefit absolutely subject to all existing Charges thereon.

or

The Transferor in consideration of the sum of € _____ now paid by the Transferee to the Transferor (the receipt of which the Transferor hereby acknowledges) **HEREBY TRANSFERS** and **RELEASES** the entire property comprised in Folio _____ of the Register of _____ County _____ of _____ unto and to the use of the Transferee for his/her own use and benefit absolutely subject to all existing Charge(s) thereon.

2. The address and description of the Transferee in the State for service of notices are respectively:
3. **permanent tsb** hereby consents to the within Transfer to the said Transferee subject to the said

Charge(s) registered at Burden(s) No. in Part III of the said Folio.

4. The Transferor and Transferee hereby covenants with **permanent tsb** that they will continue to perform and observe all the Mortgagors covenants contained in the said Charge(s) registered as Burden(s) No. in Part III of the said Folio.

4(a) For Leaseholders insert:-

The Transferee hereby covenants with the Transferor that he/she will henceforth during the continuance of the term pay the rent and perform and observe the covenants on the part of the Lessee and conditions contained in the Lease and will at all times keep the Transferor his/her executors and administrators effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of his/her failure to pay the rent or any part thereof or the breach non-performance or non-observance by him/her of the said covenants and conditions or any of them.

5. Nothing herein contained shall prejudice or affect the power of sale and the other powers contained or implied in the Charge(s) or the remedies for recovering payment of the monies thereby secured or any part thereof all of which powers and remedies shall continue in full force and effect.

IT IS HEREBY CERTIFIED by the Transferee 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.

(Relationship Certificate e.g

IT IS HEREBY CERTIFIED that the Transferor and the Transferee are related to each other as husband and wife.)

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.

IT IS HEREBY FURTHER CERTIFIED that the within transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds €

IN WITNESS whereof the parties of the first and second part have hereunto set their hands and affixed their seals and **permanent tsb** has caused its Common Seal to be affixed hereto the day and year first herein **WRITTEN**.

SIGNED SEALED AND DELIVERED

by the said

in the presence of:

SIGNED SEALED AND DELIVERED

by the said

in the presence of:

PRESENT when the Common Seal

of **permanent tsb p.l.c.** was

affixed hereto: