

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.

4. The Mortgage is still valid and subsisting.
5. The Donor is desirous of vesting the premises in the Donor and the Donee as joint tenants/tenants in common subject to the Mortgage.

or

The Donor has agreed with the Donee in consideration of the sum of € now paid by the Donee to the Donor to assign the premises into the joint ownership of the Donor and Donee as joint tenants/tenants in common in equal shares subject to the Mortgage and the principal sum thereby secured and all interest hereafter to accrue due thereon.

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/tenants in common in equal shares subject to the Mortgage.

NOW THIS INDENTURE WITNESSETH as follows:-

1. For effectuating the said desire and in consideration of the natural love and affection which the Donor bears for the Donee the Donor as settlor with the consent of **permanent tsb** as signified by its' execution of these presents **HEREBY ASSIGNS** 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 as joint tenants/tenants in common in equal shares for all the residue now unexpired of the term subject to the rent and the covenants on the part of the Lessee and the conditions contained in the Lease and subject also to the Mortgage and all principal monies interest and other monies thereby secured and now and henceforth to become payable thereunder.

or

The Donor in consideration of the sum of € now paid by the Donee to the Donor (the receipt of which the Donor hereby acknowledges) the Donor as settlor with the consent of **permanent tsb** **HEREBY ASSIGNS** 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 as joint tenants/tenants in common in equal shares for all the residue now unexpired of the term subject to the rent and to the covenants on the part of the Lessee and conditions contained in the Lease and subject also to the Mortgage and all principal monies interest and other monies thereby secured and now and henceforth to become payable thereunder.

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 the 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. The Donee hereby covenants with the Donor that he/she will jointly with the Donor henceforth during the term pay the rent and perform and observe the covenants on the part of the Lessee and the conditions contained in the Lease and will at all times keep the Donor 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 as aforesaid or the breach non-performance or non-observance by him/her of the said covenants or conditions or any of them.
4. Nothing herein contained shall prejudice or effect the power of sale and the other powers contained or implied in the Mortgage 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.

For a married couple insert the following:

The Donor hereby irrevocably consents for the purpose of Section 3 of the Family Home

Protection Act 1976 to any conveyance (which expression shall have the meaning ascribed to it in the Family Home Protection Act 1976) of the premises or any part thereof by the Donee at any time after the execution of these presence and whether for value or otherwise.

IT IS HEREBY CERTIFIED

(Land Act Certificate)

IT IS HEREBY FURTHER CERTIFIED

(Relationship Certificate/Certificate under Section 114 of the Finance Act 1990)

IT IS HEREBY FURTHER CERTIFIED that the within Assignment is not affected by the provisions of Section 112 of the Finance Act 1990 by reason of the fact that it is an assignment 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 Donor and the Donee have hereunto set their respective hands and seals and the Common Seal of **permanent tsb** have been affixed hereto the day and year first herein **WRITTEN**.

SCHEDULE

ALL THAT AND THOSE

SIGNED SEALED AND DELIVERED

by the Donor in the presence of:-

SIGNED SEALED AND DELIVERED

by the Donee in the presence of:-

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

