

Conveyance in fee simple Joint to Sole

THIS INDENTURE made the _____ day of _____ Two Thousand and
BETWEEN _____ of _____ (hereinafter called "the Donor") of the first
part, **permanent tsb p.l.c.** having its registered office at 56-59 St. Stephen's Green, Dublin 2 (hereinafter
called "**permanent tsb**") of the second part and _____ of _____ (hereinafter
called "the Donee") of the third part.

WHEREAS:-

1. The Donor and the Donee are seized of the premises described in the Schedule hereto (hereinafter called "the premises") as joint tenants 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 day of _____ and made between the Donor and the Donee of the one part and The 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 Mortgage to secure repayment to **permanent tsb** of the all present and future advances together with interest as thereon 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 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 existing mortgage is still valid and subsisting.
4. The Donor is desirous of conveying all his/her estate and interest in the premises to the Donee by way of gift but subject to the mortgage or monies thereby secured and interest and other monies hereafter to accrue due thereon.

OR

The Donor has agreed with the Donee for the sale to the Donee for the sum of € _____ of all his/her interest in the premises subject to the mortgage but otherwise free from encumbrances.

5. **Permanent tsb** at the request of the Donor and the Donee and in consideration of the covenants by the Donee hereinafter contained has agreed to join in these presence for the purpose of signifying its' consent to the vesting of the premises in the Donee solely in the manner hereinafter appearing and of releasing the Donor in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH:-

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** and signified by its execution of these presence **HEREBY RELEASES** unto the Donee and his/her heirs all the estate and interest of him/her the Donor in **ALL THAT AND THOSE** the premises to the intent that the Donee shall henceforth stand seized of the entirety of the premises free from all the estate and interests of the Donor therein but subject to the mortgage and the interest and all monies thereby secured and hereafter to accrue due thereon.

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 **HEREBY CONVEYS AND RELEASES** unto the Donee and his/her heirs all the estate and interest of him/her the Donor in **ALL THAT AND THOSE** the premises to the intent that the Donee shall henceforth stand seized of the entirety of the premises free from all the estate and interest of the Donor therein but subject to the mortgage and the interest and other monies hereafter to accrue due thereon.

2. The Donee hereby covenants with **permanent tsb** to pay to **permanent tsb** all sums due under the mortgage and the 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 and the Donee to be performed and observed as if the same were herein set forth at length and as if the name of the Donee only were substituted before the name of the Donor and the Donee in the mortgage.
3. In consideration of the covenant by the Donee next hereinbefore contained **permanent tsb** hereby releases the Donor from the Mortgage and the interest thereon and all other monies due under the

mortgage and the covenants by the Donor in and by the Mortgage contained and implied except the covenants for title to and further assurance of the premises.

4. All powers of sale and other powers contained or implied in the Mortgage and all remedies for recovering payment of all sums due under the mortgage and the interest thereon and the other monies secured by the Mortgage or any part thereof or otherwise save as expressly released in the preceding paragraph shall remain valid and shall be exercisable in the same manner and to the same extent as such powers and remedies would have been exercisable if **permanent tsb** had not been party to these presence.
5. *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 by the donee being the person becoming entitled to the entire beneficial interest in the premises (Insert 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 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 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** has been affixed hereto the day and year first above **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 affixed hereto: