

THE EBS BUILDING SOCIETY hereby acknowledge to have received all moneys intended to be secured  
by the within Deed IN WITNESS whereof the Seal of the Society is hereto affixed this

day of

20

by Order of the Board of Directors in presence of:

PRESENT:

ACCOUNT NO:

LOAN:

Dated this 29<sup>th</sup> day of November 2006

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EBS BUILDING SOCIETY  
Home Loan Mortgage

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\*COUNTERPART-ORIGINAL FULLY AND PROPERLY STAMPED-CR12:50  
01/12/06-EUR12:50  
0603848451

**THIS MORTGAGE** is made on the date specified at 1 in the Schedule hereto

**BETWEEN**

- (1) **the Borrower** named at 2 in the Schedule hereto
- (2) **the Spouse**, being the lawful spouse (if any) of the Borrower, named at 3 in the Schedule hereto and
- (3) **EBS BUILDING SOCIETY** of 2 Burlington Road, Dublin 4 ("EBS")

**1. The Loan**

EBS has agreed to make a loan specified at 4 in the Schedule hereto to the Borrower.

**2. Consent of Spouse**

By signing this Mortgage the Spouse

- (a) confirms that the Spouse is the lawful spouse of the Borrower,
- (b) acknowledges that the Spouse is aware that because of section 3 of the Family Home Protection Act, 1976, the Property cannot be mortgaged or charged without the Spouse's prior consent in writing,
- (c) signifies the Spouse's consent to this Mortgage for the purposes of section 3 of the Family Home Protection Act, 1976 and acknowledges that the consent has been given before the execution of this Mortgage by the Borrower, and
- (d) where the Spouse has any right title or interest in or to the Property, gives the guarantee specified in Section 7 of the EBS Mortgage Conditions.

**3. Security**

**3.1 Registered Land**

The Borrower, as registered owner or as the person entitled to be registered as owner, charges so much of the Property as described in the attached schedule as is registered land with the payment of the Total Debt (as defined in paragraph 4.2 below) in accordance with the terms of the EBS Mortgage Conditions. The Borrower assents to the registration of this charge as a burden on the Property and to the use for that purpose of the Land Certificate (if any) issued in respect of the Property. The address of EBS in the State for the service of notices is as given above and its description is a Building Society.

**3.2 Unregistered Land**

The Borrower as beneficial owner hereby conveys and demises the Property to EBS, to hold the Property as to

- (a) any freehold part of the Property unto and to the use of EBS in fee simple, and
- (b) any leasehold part of the Property unto and to the use of EBS for the unexpired term (except for the last ten days) of any leases under which the Property is now held,

subject to the Borrower's right to redeem this Mortgage contained in the EBS Mortgage Conditions.

**3.3 Interest of the Spouse**

In consideration of EBS agreeing to make the loan referred to at 4 in the Schedule hereto to the Borrower the Spouse as beneficial owner hereby conveys, demises and confirms all the Spouse's estate right title and interest if any in the Property to EBS, as to

- (a) any freehold part of the Property to hold unto and to the use of EBS in fee simple, and
- (b) any leasehold part of the Property to hold unto and to the use of EBS for the unexpired term (except for the last ten days) of any leases under which the Property is now held,

subject to the right to redeem this Mortgage contained in the EBS Mortgage Conditions.

**4. What the Mortgage Secures**

**4.1** This Mortgage shall be security for the Total Debt (as defined in paragraph 4.2) in whatever currencies, and whether or not EBS holds other security.

**4.2** Total Debt means the aggregate of (a) and (b) below

- (a) (i) the loan specified at 4 in the Schedule hereto, and (ii) all costs and expenses incurred by EBS in accordance with the terms of this Mortgage and/or the Offer Letter, and all other costs expenses and charges payable by the Borrower under this Mortgage and/or the Offer Letter,
- (b) (i) all loans made by EBS to the Borrower in the future, and (ii) all other amounts (either actual or contingent) which the Borrower may owe to the EBS now or in the future either as principal debtor or under a guarantee, whether alone or jointly and severally or severally with any other person.

**5. Offer Letter and EBS Mortgage Conditions**

This Mortgage incorporates the Offer Letter and the EBS Mortgage Conditions and the Borrower and the Spouse agree to be bound by all the obligations on them and the conditions which arise under those documents. A copy of the EBS Mortgage Conditions has been received by the Borrower and the Spouse.

# SCHEDULE

1 The Date: 29/11/06

2 The Borrower: Ruth Siphon Mlambo and both of  
Apt 54 Trimleston, Balbriggan, County Dublin

3 The Spouse: of

4 The Loan: [REDACTED]

5 The Property: That part of the property comprised in Folio 1566 b1f  
of the Register County of Dublin, the subject matter of Dealing  
No D 2006 DN 0539257, more particularly known as  
Apartment 54 Trimleston, Balbriggan, Co. Dublin.

**SIGNED SEALED AND DELIVERED**

by ~~[the Spouse]~~  
in the presence of:

**SIGNED SEALED AND DELIVERED**

by [the Borrower]  
in the presence of:

J. J. McNamee  
J. Sean Mooney + Co  
139 Ave Donwondale Rd,  
D.9

EBS hereby certifies that it is a body corporate incorporated within Ireland and as such is a qualified person within the meaning of section 45 of the Land Act, 1965.

**SIGNED SEALED AND DELIVERED**

for and on behalf of EBS by:

For and on behalf of  
EBS Building Society

as attorney for EBS and by virtue of  
the Power of Attorney under seal  
of the EBS dated  
in the presence of:

LAND REGISTRY

REGISTERED AS A THIRD H.

10/11/92<sup>4</sup> OF THE REGISTER

COUNTY *Dublin* 2007-279360024

~~RECEIVED BY THE REGISTER~~