

## Deed of Covenant by Guarantor

Account No. \_\_\_\_\_

This Deed is made the \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_  
 between (1) \_\_\_\_\_ (“the Guarantor”) \_\_\_\_\_  
 of \_\_\_\_\_  
 (2) \_\_\_\_\_ (“the Borrower”) \_\_\_\_\_  
 of \_\_\_\_\_  
 (3) Nationwide Building Society whose head office is at Nationwide House, Pipers Way  
 Swindon SN38 1NW \_\_\_\_\_ (“the Society”)

1. This Deed is supplemental to the Mortgage Deed and other documents if any mentioned in the Schedule “the Mortgage”
2. The Guarantor covenants with the Society to observe and perform all the obligations of the Borrower under the Mortgage and that if the Borrower shall at any time in any way default in respect of the Mortgage including with the written consent of the Guarantor any further advances to the Borrower or under the Rules of the Society the Guarantor shall on demand pay to the Society all moneys then owing and payable to the Society under the Mortgage.
3. The covenant on the part of the Guarantor shall be a continuing security and the giving of time to the Borrower or the suspension of payments or any other indulgence shown by the Society to the Borrower shall in no way release or discharge the Guarantor from liability.
4. Without prejudice to the rights and remedies of the Society under the Mortgage and notwithstanding any rule of law or equity to the contrary the Guarantor shall be deemed to be a principal debtor notwithstanding any transaction between the Society and the Borrower including the release of any security or any neglect or default of the Society which might act as a discharge whether partial or absolute of the Guarantor and neither the Guarantor nor the Guarantor’s estate shall be discharged or affected by any act or omission whatever including the liquidation, bankruptcy or dissolution of the Borrower and any disclaimer by any liquidator administrator or trustee in bankruptcy whereby the liability of the Guarantor or the Guarantor’s estate would not have been discharged if the Guarantor had been a principal debtor.
5. The Guarantor waives all rights to participate in the proceeds of any security held or acquired by the Society or in any money which may be received by the Society whether from the Borrower or any other source in or towards reduction of the money secured by the Mortgage unless and until all money secured by the Mortgage has been received by the Society in full.
6. The singular shall include the plural and vice versa and where two or more persons constitute “the Guarantor” covenants by the Guarantor shall be deemed made by them jointly and severally.
7. If the Borrower asks to borrow from another lender, that lender may ask the Society for information relating to the Borrower’s account. The Guarantor agrees that their details (name and address) and the fact they act as guarantor on the account, may be released to the lender making the enquiry. The Guarantor agrees to inform the Society immediately of any changes to their address.

### THE SCHEDULE

Date	Document	Parties

**DO NOT SIGN THIS DOCUMENT UNLESS YOU INTEND TO BE BOUND BY ITS TERMS AND HAVE HAD INDEPENDENT LEGAL ADVICE.**

**Signed as a Deed and Delivered by  
the Guarantor in the presence of**

**Signed as a Deed and Delivered by  
the borrower in the presence of**

Witness Name: \_\_\_\_\_

Witness Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

**Release of Deed of Covenant  
By Guarantor**

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Account No.

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**Nationwide Building Society hereby releases the Guarantor from all liability under the within written deed**

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In Witness whereof the Seal of Nationwide Building Society

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is hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_

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by Order of the Board of Directors

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In the presence of

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by Authority of the Board of Directors

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