

Assignment of a Leasehold interest of a property from Joint to Sole

THIS INDENTURE made the day of Two Thousand and
BETWEEN of (hereinafter called “the Donor”) of the first part and
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. By a Lease (hereinafter called “the Lease”) dated the day of 19 and made between of the one part and of the other part the premises described in the Schedule hereto (hereinafter called “the premises”) were demised unto the said for a term of years from the day of 19 (hereinafter called “the term”) subject to the yearly rent of € (hereinafter called “the rent”) thereby reserved and the covenants on the part of the Lessee and the conditions therein contained.
2. By divers mesne assignments acts in the law and events and ultimately by an Assignment dated the day of 19 and made between of the one part and the Donor and the Donee of the other part and the premises were assigned to the Donor and the Donee as joint tenants for all the residue unexpired of the term subject to the Rent and the covenants on the part of the Lessee and the conditions contained in the Lease but otherwise free from encumbrances.
3. By a Mortgage (“the Mortgage”) dated the day of 20 and made between the Donor and the Donee of the one part and 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 Donor and the Donee sub demised the premises unto **permanent tsb** by way of Mortgage as security for all present and future advances together with interest thereon and other monies as therein provided for all the residue then unexpired of the term less the last three days thereof subject to the proviso for redemption therein contained.

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 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 assigning all his/her estate and interest in the premises to the Donee as by way of gift but subject to the Mortgage and interest and all other monies thereby secured.

or

The Donor has agreed with the Donee for the sale to the Donee of all his estate and interest in the premises for the price or sum of €

6. **permanent tsb** at the request of the Donor and the Donee and in consideration of the covenant by the Donee hereinafter contained has agreed to join in these presents for the purposes 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 as follows:

1. For effectuating the said desire and in consideration of his 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 Donee **ALL THAT AND THOSE** the premises **TO HOLD** the same unto and to the use of the Donee 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 hereby secured and now and henceforth to become payable thereunder.

2. The Donee hereby covenants 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 Donee were substituted for the name of the Donor 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. The Donee hereby covenants with the Donor that he/she the Donee his/her executors administrators and assigns will 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.
5. 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 presents.
6. **for a married couple insert the following:**
The Donor hereby irrevocably consents for the purposes 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 presents 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 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

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:-