



*Law Society of Ireland*

## COMMERCIAL MORTGAGE LENDING

**CERTIFICATE OF TITLE (“HYBRID” CASES)  
WHERE THE BORROWER’S SOLICITOR’S LIABILITY DOES NOT EXCEED  
THE CURRENT MANDATORY MINIMUM LEVEL OF COVER OF  
PROFESSIONAL INDEMNITY INSURANCE FOR SOLICITORS IN IRELAND  
AND  
THE BORROWER’S SOLICITOR HAS NOT PROVIDED AN UNDERTAKING TO  
THE LENDER IN RELATION TO THE COMMERCIAL MORTGAGE  
TRANSACTION THE SUBJECT OF THE LOAN**

### LAW SOCIETY APPROVED FORM (2010 Edition)

To: \_\_\_\_\_  
 (“the Lender”, its transferees, successors and assigns)

**NAME(S) OF BORROWER(S)** \_\_\_\_\_  
 \_\_\_\_\_  
 (“the Borrower”)

**ADDRESS OF PROPERTY** \_\_\_\_\_  
 \_\_\_\_\_  
 (“the Property”)

**YOUR REF/ACCOUNT NO.** \_\_\_\_\_

**LOAN AMOUNT** € \_\_\_\_\_  
 (“the Loan Amount”)

As solicitor(s) for the Borrower, I/we have investigated the title to the Property and I/we hereby certify that the Borrower has good marketable title to the Property (save as set out in the **First Schedule** hereto), the description of which agrees with that stated in the Lender’s Letter of Offer for the tenure specified in the **Second Schedule** hereto, free from any mortgage, charge, lien or incumbrance and any lease or tenancy other than (list any existing charges or burdens) \_\_\_\_\_

All the documents evidencing the Borrower’s title to the Property are properly listed in the **Third Schedule** hereto and are furnished herewith.

My/Our Firm currently maintains in place qualifying insurance with a qualified insurer as required by Statutory Instrument No. 617 of 2007 (as amended).

I/We as solicitor(s) for the Borrower, am/are giving this Certificate for the benefit of the Lender, having regard to the current conveyancing recommendations of the Law Society.

My/Our liability under this Certificate is limited to the current mandatory minimum level of cover of professional indemnity insurance for solicitors in Ireland.

This Certificate is being given by me/us in my/our sole capacity as solicitor(s) for the Borrower and (other than as specifically set out herein) it relates only to Matters of Title. I/We do not act and have not acted as solicitor(s) for or as agent/quasi agent of the Lender in the commercial property transaction the subject of the loan to the Borrower in respect of which this Certificate is given.

This Certificate does not purport to certify anything in relation to the standard contents of the Mortgage executed by the Borrower. In particular, it does not certify that the Mortgage or any other document produced by the Lender in connection with the loan complies with the requirements of the Consumer Credit Act 1995 or the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995.

**Signature:** \_\_\_\_\_

**Name of Solicitor signing:** \_\_\_\_\_

**State whether Principal/Partner:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address of Firm:** \_\_\_\_\_

**Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

In this Certificate of Title “**good marketable title**” shall mean a title of a quality commensurate with prudent standards of current conveyancing practice in Ireland. The latter entails, where the Property is being acquired, that the purchase was effected on foot of the current Law Society’s Conditions of Sale and/or Building Agreement. It also entails that the investigation of the title to the Property was made in accordance with the current Law Society Requisitions on Title, together with any additional requisitions appropriate to the Property and that satisfactory replies have been received. When the Property is already owned by the Borrower, the title shall be so investigated that, if the said requisitions had been raised, satisfactory replies would have been obtained.

In this Certificate, “**Matters of Title**” means only such matters as relate to the title to the Property in the context of a conveyancing transaction and does not include any matters relating to the condition of the Property, the suitability or otherwise of the Borrower or any other matter (including the form or efficacy of any mortgage).

Any dispute as to the quality of any title or as to whether or not any matter constitutes a Matter of Title (within the foregoing definition) may be referred for a ruling to the Conveyancing Committee of the Law Society of Ireland but without prejudice to the right of either party to seek a determination by the Court on the issue.

**FIRST SCHEDULE**  
**Qualifications on Title (if any)**  
**(as previously agreed in writing with the Lender)**

**SECOND SCHEDULE**  
**Tenure**

**THIRD SCHEDULE**

**See Schedule of Documents attached hereto.**