**DEED OF MORTGAGE**

THIS DEED OF MORTGAGE is executed \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ BETWEEN Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_\_ years, S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter to be called “the mortgagor”) of the one part and Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged \_\_\_\_ years, S/o Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, r/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter to be called the mortgagee) of the other part.

WHEREAS the mortgagor is the absolute owner of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Property to be mortgaged) thereto situated at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and described more particularly in the schedule and is at present free from encumbrances whatsoever.

AND WHEREAS the mortgagor has requested the mortgagee to lend him a sum of Rupees XXXXXX only against the mortgage of the said house with its premises and the mortgagee has agreed to do so for repayment of the said sum of Rupees XXXXXX with the interest and other charges secured to the mortgagee as hereinafter stated.

NOW THIS DEED WITNESSES as follows:

1. In a consideration of Rupees XXXXXX only paid to the mortgagor by the mortgagee the mortgagor covenants with the mortgagee to repay him on demand the said sum of Rupees XXXXXX with the interest rate of six percent per annum from the date of these presents.
2. The mortgagor, while remaining the beneficial owner of the property mentioned in the schedule, mortgages the said property with the mortgagee as security for payment to the mortgagee of the principal money and interest at the said rate.
3. The mortgagor further covenants with the mortgagee that the entire mortgage property shall be liable for the money due under this deed from the mortgagor to the mortgagee.
4. It is agreed that in case the mortgagor fails to repay the mortgagee the mortgage with the interest as agreed the mortgagee shall be entitled to realize his dues by the sale of mortgaged property and, if the proceeds thereof be insufficient to satisfy his dues, from the person and other property of the mortgagor.
5. PROVIDED ALWAYS THAT, if and when the mortgagor shall pay the mortgagee the mortgage money is due, mortgagee shall thereafter at the request and at the expense of the mortgagor, execute a receipt of mortgage money and surrender the security to the mortgagor of authorized representative.
6. The mortgagor further agrees to all the taxes to be payable on the property and indemnify the mortgagee for any losses incurred to him due to any default on the part of the mortgagor.

IN WITNESS WHEREOF the parties above-named have hereto signed at \_\_\_\_\_\_\_\_\_\_\_\_\_ with day and date mentioned below their signatures.

**Witnesses:**

1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

R/o \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mortgagor,

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mortgagee

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_

*Schedule*

Description of the property mortgaged and its surroundings

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mortgagor,

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_

Mr. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mortgagee

Date: \_\_\_\_\_\_\_\_\_, 20\_\_\_\_