**MORTGAGE BY DEPOSIT OF TITLE DEEDS**

THIS EQUITABLE MORTGAGE

is made the \_\_\_\_\_\_\_\_\_\_. day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_,

 BETWEEN

 …………………………………………………………………….,

 aged \_\_\_\_\_\_\_\_\_\_ resi……………………………………………………………..…………………. of the one part

 aged \_\_\_\_\_\_\_\_\_\_\_, resi………………………………………………………………………………... of the other part.

WHEREAS

 the said ……………. has advanced to the said ……………. the sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only, the receipt whereof the said ………………... has on various dates given to the said ……………….. NOW IN CONSIDERATION of such advances aggregating the aforesaid sum of Rupees \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) only and for further securing the repayment thereof, on demand, with interest thereon, at the rate of \_\_\_\_\_\_\_\_\_\_% per annum from the date hereof the said ……………... has this day deposited with the said ……………, the deeds and documents pertaining to his title to the house No\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_\_belonging absolutely to him and does hereby CHARGE the premises comprised in the said deeds and documents with the repayment of the said sum of Rs \_\_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_) only with interest thereon at the rate of \_\_\_\_\_\_\_\_\_\_% per annum, such interest to be payable half-yearly on the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ and the \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_ each year.

AND IT IS HEREBY AGREED AS FOLLOWS:

1. That should any interest remain unpaid for a period of more than six months from its accrual and/or after the expiry of the period specified herein the said ………………….. shall have the right to call in or enforce payment of the sums due under this mortgage.

2. That AA. shall repay the interest as stated above and on failure it shall be added to the principal and such principal shall in any case be repaid on or before the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_\_\_

3. That the said ………………. shall on demand by the said …………... and at his cost execute a SIMPLE MORTGAGE of the property hereby mortgaged on the terms and conditions as to interest and manner of payment specified herein and such other conditions as may be imposed by ……………….

IN WITNESS whereof, the said ……………... has hereto signed at \_\_\_\_\_\_\_\_ the day and the year first abovementioned.

Witnesses:

1. Sd. …………………... Mortgagor.

2. SCHEDULE OF PROPERTY

List of documents deposited with …………….. relating to the property comprising house No\_\_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_\_, bounded as below:

East :

West :

South :

North :

1. Sale deed, dated \_\_\_\_\_\_\_\_\_\_, executed by \_\_\_\_\_\_\_\_\_\_, in favour of \_\_\_\_\_\_\_\_\_\_, ……………, registered at \_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_ in Book I, Vol\_\_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_\_ pages \_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_ as No\_\_\_\_\_\_\_\_\_

2. Will, dated \_\_\_\_\_\_\_\_\_\_, executed by \_\_\_\_\_\_\_\_\_\_, ……………….. bequeathing the said property to ………………… (part of 3).

3. Probate of the said will issued on \_\_\_\_\_\_\_\_\_\_Case No\_\_\_\_\_\_\_\_\_\_ decided on \_\_\_\_\_\_\_\_\_\_, by the District Judge of \_\_\_\_\_\_\_\_\_\_

4. Registry Certificate showing that no charge or mortgage has been created within 12 years of the date hereof over the property aforesaid.

\*MEMORANDUM: I, …………………, do hereby acknowledge to have this day received the above-listed deeds and documents and undertake to redeliver the same intact (damage by fire or other inevitable accident only excepted) to the said ………………... on receipt by me of the moneys secured by the equitable mortgage of even date.

DATED this the \_\_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_\_¸20 \_\_\_\_\_\_\_\_\_\_

Sd. ………………………

Mortgagee.

\*Receipt of documents to be given by the Mortgagee to the Mortgagor.