**ENGLISH MORTGAGE**

This Deed of Mortgage Made

 Between

Mr……………………………………..

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagor" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the one part

 And

Mr……………………………………………

resi \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 hereinafter called "the Mortgagee" (which expression shall unless contrary to the context including his related successors, executors, administrators and assigns) of the other part

Whereas

1. The Mortgagor being owner and completely seized of the plot of land located at \_\_\_\_\_\_\_\_\_\_\_ .

2. The Mortgagor is doing the business of \_\_\_\_\_\_\_\_\_ and wants to borrow a sum of Rs.\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ) from the Mortgagee for doing his business and the Mortgagee has consented to lend the said sum on interest @ \_\_\_ % annually on the condition that the repaying the said sum with interest shall be secured by the mortgage of the property.

Now This Deed Witnesseth as Follows:

1. In consideration of the sum of Rs.\_\_\_\_\_\_\_\_\_\_ borrowed by the Mortgagor from the Mortgagee (which receipt is acknowledged by Mortgagor ) the Mortgagor hereby agrees with the Mortgagee that the Mortgagor will pay to the Mortgagee the said sum of Rs. \_\_\_\_\_\_\_\_\_ in \_\_\_\_\_ half–yearly/quarterly/monthly instalments, the first instalment being due on \_\_\_\_\_\_\_\_ the day of \_\_\_\_\_\_\_\_\_\_\_ with an interest @ \_\_ % from the date of this deed till the time the said sum is fully repaid (hereinafter called "the mortgage money").

2. That as a security for the aforesaid loan, the Mortgagor hereby transfers, to the Mortgagee All that property stated in the schedule annexed hereto (hereinafter called "the mortgaged property") and To Hold the same to the Mortgagee completely.

3. That on paying of the mortgage money with interest on the day and in the manner hereinbefore stated the Mortgagee shall re-transfer the mortgaged property to the Mortgagor and shall also handover to the Mortgagor, this Mortgage deed and other documents concerning the mortgaged property which are in the possession of the Mortgagee per this Mortgage deed.

4. The Mortgagor also agrees with the Mortgagee that he is the complete owner of the mortgaged property and the mortgaged property is free from all encumbrances or charge.

5. That if Mortgagor default in paying the principal sum with interest thereon or any portion of the principal sum or interest, the Mortgagee shall be justified in entering into and taking possession of the mortgaged and hold and enjoy the rents /profits received there from by without any interruption or disturbance by the vendor or any person claiming through or under him and without any lawful disturbance or interruption by any other person whosoever; and in such an event the Mortgagor, including his related successors , executors, administrators and assigns shall, at all reasonable times and at the cost of the person requiring the same, sign, execute and do all other acts, deeds and things as may be compulsory for subsequent assuring the said property to the purchaser, his successors or assigns as may reasonably be needed;

6. The Parties hereto consent that the cost of registration of this deed with stamp duty and other misc. expenses shall be borne by the Mortgagor.

In Witness Whereof, the parties hereunto have signed below this day \_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_.

Mortgagor

Mortgagee

Witness: