**Deed of English Mortgage**

**(Mortgage with Possession of the immovable property)**

THIS MORTGAGE made the…………………………………..…..………….. day of..…………….., 20xxx,

BETWEEN

'AB' of, etc. (hereinafter called the "Mortgagor") of the One Part,

AND

'CD' of, etc. (hereinafter called the "Mortgagee") of the Other Part.

WITNESSES

WHEREAS the Mortgagor is absolutely seized and possessed or is otherwise well and sufficiently entitled to an absolute estate of inheritance or an estate equivalent thereto free from encumbrances to the lands, hereditaments ……………………….. fully mentioned and described in the Schedule hereto

AND WHEREAS the Mortgagor having occasion to borrow a sum of Rs…………………….………….. approached the Mortgagee which the Mortgagee has agreed to lend and advance on having repayment thereof with interest at………….. per cent per annum and secured by a conveyance by way of mortgage of the said property.

NOW THIS INDENTURE WITNESSETH

That in consideration of the sum of Rs…………………..……….. this day paid to the said 'AB' by the said 'CD' (the receipt whereof the said 'AB' hereby acknowledges), the Mortgagor hereby agrees with the covenant to pay to the Mortgagee on the………………..………….. day of…………..………….. the sum of Rs………….. with interest thereon.

That the rate of Rs………….. per cent per annum shall be computed from the date of execution of this deed such interest to be paid monthly and every month on the 15th of every current month.

NOW THIS INDENTURE also witnesses that for the consideration aforesaid the said 'AB' as the beneficial owner, do hereby grant, transfer convey unto and to the use of the said 'CD' all that property fully described under the Schedule of the Property TO HAVE AND TO HOLD the same absolutely and for ever PROVIDED.

ALWAYS that if the Mortgagor shall pay or cause to be paid the sum of Rs………….. with interest thereon, on the………….. day of………….., according to the foregoing agreement in that behalf, the Mortgagee, his heirs, representatives or assigns shall, at the request and costs of the Mortgagor, his heirs, representatives or assigns, reconvey to him or them as he or they shall direct, the said property.

AND THAT the Mortgagor do hereby covenant unto the Mortgagee that the Mortgagor has absolute title to the land, hereditaments, messages and premises hereby granted and conveyed

And that the Mortgagor has good right, full power, absolute authority and indefeasible title to grant, convey, transfer, assign and assure the same unto and to the use of the Mortgagee in the manner hereinbefore indicated and further the Mortgagor and all persons having lawfully or equitably any estate or interest in the same shall at all time hereafter during the continuance of the security do execute or perform or cause to be done, executed and performed all such further or other acts, deeds and things as may be reasonably required for further and more perfectly assuring the same unto and in favour of the Mortgagee.

Provided, however, and it is further agreed by and between the parties that if the Mortgagor commits any default in payment of the principal amount on the due date or any three instalments of interest, whether they have been demanded or not it shall be lawful for the Mortgagee to institute a suit for sale and to have a Receiver appointed over the mortgaged property.

THE SCHEDULE OF PROPERTY

District :

Under the jurisdiction of Tahsil ……………, & Sub-Registrar …………………….

Village : Thana No. :

Khata No. : ……………….. (in words)

Plot No. : ………………. (in words) Kissam :

Area : …………………. If full plot or Ac xx.xxxx Dec out of (Total area of the plot)

Annual Rent Reserved :

Bounded by : North ……………, South …………., East ……….. and West ……

(more plots can be added under this Khata)

IN WITNESS WHEREOF the parties herein under have set their hands on the day, month and year hereinabove mentioned in the presence of Witnesses:

1. 'AB' (Mortgagor)
2. 'CD' (Mortgagee)

Signed, sealed and delivered in the presence of

Witnesses

1. EF
2. GH