

IN-LDGloa04

Mortgage agreement: secured by property

Dated: [\[date\]](#)

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This deed is dated: [date]

It is made between: [Mortgagee name]

of [address] (“the Lender”/ ” ”)

And [Your name]

of [address] (“the Mortgagor”)

The terms of the instant agreement are:

1. Definitions

These are the definitions that apply to this agreement unless

:

“Repayment Date” the date specifically stated in clause 2

“Rate of Interest” the rate of interest mutually agreed in writing between the Mortgagee and the Mortgagor and failing agreement the rate of interest determined by the Mortgagee in its absolute discretion and as to the balance of the Principal Sum the rate of interest mutually agreed

“Indebtedness” means all the Mortgagor’s present or future indebtedness to the Mortgagee on any Account and all the Mortgagor’s other liabilities whatever and wherever to the Mortgagee, including (without limitation) bills of exchange, promissory notes, guarantees and indemnities, whether actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person in whatever currency, together with interest, , ()

“Mortgaged Premises” the whole or any part of the Land and other property charged by this

“Currency of Account” means the currency in which any

2. Purpose of agreement

The purpose of this agreement is to set out the contractual terms under which the Mortgagee will make available money as loan to the mortgagor on certain terms and

3. Covenant to pay principal

In pursuance of the instant agreement and in consideration of the covenants hereinafter appearing, the Mortgagee will advance a sum of Rupees [0000] to the mortgagor,

[
] [] [2014] (
).

4. The Mortgagor declares

4.1. The mortgagor is lawfully seized and

4.2. The mortgagor has deposited the title deeds relating to the said property, which are free

8.1.1 The Mortgagor fails to pay in full and on the due date

[]

;

8.1.2 A petition is presented

;

If the Mortgagor is a company:

8.1.3 A receiver is appointed to the Mortgagor; or

8.1.4 Notice is given of

;

8.1.5 A petition is presented for the

.

8.2. if default shall be made in payment of interest, the unpaid instalment

[%].

9. Premises as security

The Mortgagor hereby grants all rights, liberties, privileges, easements,

,

.

10. Covenant for redemption

That if the Mortgagor shall pay to the Mortgagee the said sum of Rupees

[0000] with interest and all

,

,

,

,

,

,

,

,

.

11. Mortgagor to remain in possession

11.1. The Mortgagee shall allow the Mortgagor to inspect and make copies

,
;

11.2. Until default be made by the Mortgagor in payment of the said principal

,

12. Covenant of title and other covenants by Mortgagor

12.1. The Mortgagor has good right and full power to

.

12.2. If default shall be made in

, :

12.2.1 at any ;

12.2.2 shall thenceforth quietly possess and enjoy the

.

12.3. It shall be lawful for the Mortgagee, ,

;

12.3.1 the Mortgagor will on redemption

;

12.4. In case the Mortgagee enters into the possession

,
;

12.4.1 the Mortgagor shall

;

12.4.2 it shall be lawful for the

[]

12.5. The mortgaged premises are free, absolutely

;

12.6. The Mortgagor, will from time to time do and execute all

,

;

12.7. The Mortgagor shall at all times, during

,

;

12.8. The Mortgagor shall pay all the Government and Municipal revenue,

,

;

12.9. Any default in such payments shall

;

12.10. The Mortgagor will keep the entire Mortgaged

-

:

12.10.1 against loss or damage by fire

;

12.10.2 the Premium for

.

12.11. The Mortgagor,

,

,

:

12.11.1 the policy of such insurance along with receipt

,

;

12.11.2 Mortgagor will not commit any default whereby

;

12.12. In case at any time,

:

12.12.1 the Mortgagee shall insure the Mortgaged premises and the
Mortgagor

;

12.12.2 Until such repayment by the Mortgagor, the

.

12.13. That in the event of:

12.13.1 any damage happening ,
;

12.13.2 any happening
;

12.13.3 the Mortgagor is adjudged insolvent; or

12.13.4 interest on the present security amounting at least
[000]
[3] ;

12.13.5 any default shall be committed by the Mortgagor in the
performance

;

12.13.6 execution is levied upon the mortgaged
[21] ;

12.13.7 a receiver is appointed
[21] .

12.14. Then and in any of the aforesaid cases, the whole of the debt shall, at
the sole option of the Mortgagee, become

14.1.5 ; ,

14.1.6 ;

14.1.7) (;

14.1.8 , ' ;

14.1.9 , / ;

14.1.10 ;

14.1.11 , - ;

14.1.12 .

[] .

15. Power to sell

15.1. , :

15.1.1

;

15.1.2

,

;

15.1.3

15.2.

:

15.2.1

[] ;

15.2.2

;

15.2.3

[000]
[

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16. Notices and service

16.1.

-

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16.2.

;

,

-

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,

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16.3.

16.4.

17. Powers on acquisition of property etc.

17.1. It is agreed and declared as follows:

17.1.1

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;

17.1.2

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,

,

;

17.1.3

,

;

17.1.4

,

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18. Mortgagor's liability for costs

18.1.

18.1.1

18.1.2

18.1.3

18.1.4

18.2. Provided:

18.2.1

19. Independence of variations and modifications

19.1.

19.2.

19.3. grant time or compound with the Mortgagor; or

19.4.

20. Set off

()

21. Settlement and discharge of security

21.1. ,

,

21.2. ()

22. Substitution

23. Assignment and succession

23.1.

;

23.2.

24. Divisibility of the agreement

25. Headings

26. Dispute Resolution

27. Waiver

28. Jurisdiction

Signed by [\[name\]](#) [\[on behalf of\]](#) [\[Mortgagee\]](#):

Witness:

name:

address:

Signed by [name] [on behalf of] [Mortgagor]:

Witness

name:

address:

Explanatory notes:

Mortgage agreement: secured by property

General notes:

1. The document has been drawn using the word “Mortgagee” as the Lender. However, it can be used for Companies, firms or individual lending money secured by real estate, so you may safely use your word processor to search and replace “Mortgagee” by “Company”, “Firm”, “Bank”, “ ”

Paragraph specific notes:

Note: numbering refers to paragraph numbers.

2-5 It is necessary to specify the stakes. It is also reasonable for the sake of establishing valuation of

12 It may be important to include this clause

13-14 Appointment of

End of notes