**DEED OF SECOND MORTGAGE**

I am ……………………………………………….,,

aged about \_\_\_\_\_\_\_\_\_ years,

Son of Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WHEREAS I am absolute owner in possession of the ……………………………………………. built house, situate in \_\_\_\_\_\_\_\_\_ and numbered \_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_ Road, city \_\_\_\_\_\_\_\_\_, more specifically described and detailed in the First Schedule hereto, the same having been purchased by me from my own monies from Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under a duly executed deed, dated \_\_\_\_\_\_\_\_\_and registered on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ at the Sub-Registry Office of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

AND WHEREAS I have already borrowed on the security of the said dwelling house a sum of Rs \_\_\_\_\_\_\_\_\_ and executed a simple mortgage deed, dated \_\_\_\_\_\_\_\_\_, in favour of Sri \_\_\_\_\_\_\_\_\_, resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered as document No\_\_\_\_\_\_\_\_\_\_\_ . in Book \_\_\_\_\_\_\_\_\_, Volume \_\_\_\_\_\_\_\_\_, on pages \_\_\_\_\_\_\_\_\_, with the Sub-Registrar of \_\_\_\_\_\_\_\_\_on \_\_\_\_\_\_\_\_\_; AND WHEREAS I am in need of further money and Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_\_\_years, son of Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Resident of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, is on my request willing to advance to me a sum of Rupees \_\_\_\_\_\_\_\_\_(Rs \_\_\_\_\_\_\_\_\_) only on the security of the said house.

NOW THEREFORE THIS DEED OF SECOND MORTGAGE WITNESSES as under:

1. That in consideration of the sum of Rupees \_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only received by me in the manner detailed in the Second Schedule hereto, which said sum of Rupees \_\_\_\_\_\_\_\_\_ (Rs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) only I hereby acknowledge having received in full, I hereby promise and agree to repay with interest at the rate of \_\_\_\_\_\_\_\_\_ per cent per annum with six monthly rests within a period of \_\_\_\_\_\_\_\_\_ years from the execution of this deed.

2. That by way of security for the due performance of the above covenant to repay I hereby transfer by way of second simple mortgage my said ………………………… built dwelling house situate in \_\_\_\_\_\_\_\_\_ and numbered \_\_\_\_\_\_\_\_\_ on the \_\_\_\_\_\_\_\_\_ Road in the city of \_\_\_\_\_\_\_\_\_, more specifically described and detailed in the First Schedule hereto.

3. That all interest will be cleared every six months and all payments made by me will be first credited towards interest due and thereafter applied towards satisfaction of the principal.

4. That on failure by me or my heirs, successors or assigns to fulfil any one or more of the terms herein stipulated the said Sri \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, his heir \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, successors and assigns shall have the option at his or their discretions, (failure to exercise such option being expressly understood not to mean any waiver whatsoever) to claim the full amount, capital and all interest then due and to recover the same, together with all costs from the property or the person of me, my heirs, successors and assigns.

5. That I, on behalf of myself, my heirs, successors and assigns further promise and agree to keep the said dwelling house, hereby transferred free from all further encumbrances, charges and liens, to pay all taxes, to make and conduct all repairs and to generally keep the same in good and tenantable condition.

IN WITNESS whereof I, the said ………………….., have hereunto at \_\_\_\_\_\_\_\_ before the witnesses present signed and executed this deed on this the \_\_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_in the year \_\_\_\_\_\_\_\_\_

Witnesses:

Sd. ………………………….

Mortgagor.

FIRST SCHEDULE  (Detailed Description of Property)