

SECOND MORTGAGE

THIS MORTGAGE made at ..... the ..... day of ....., 2000, between A, son of ..... resident of ..... hereinafter referred to as the Mortgagor, of the ONE PART and B, son of ..... resident of ..... hereinafter referred to as the Mortgagee of the SECOND PART.

WHEREAS by a Deed of Mortgage dated the ..... between A of the ONE PART and C of the OTHER PART and registered with the Sub-Registrar of ..... under No. .... of ..... 19 ..... on ..... day of ..... 19 ..... the said A, as owner of the property described in the Schedule hereto, mortgaged the same to Shri C for Rs. .... with interest at the rate of ..... % p.a. subject to the redemption of the premises upon payment by the said A, his heirs, executors, administrators or assigns unto the said C, his heirs, executors, administrators or assigns, of the sum of Rs. .... with interest at the rate of ..... % p.a. on the ..... day of ..... 19 .....

AND WHEREAS the said A, the Mortgagor could not pay the mortgage money and interest due and payable thereon to the mortgagee.

AND WHEREAS the said A, the Mortgagor has requested the Mortgagee to lend a sum of Rs. .... subject to the first mortgage hereinbefore mentioned.

AND WHEREAS the said Mortgagee has agreed to lend to the said Mortgagor a sum of Rs. .... at interest of ..... % per annum and having the repayment thereof secured to him by second mortgage.

NOW THIS INDENTURE WITNESSETH THAT in pursuance of the said agreement and in consideration of the said sum of Rs. .... lent and advanced by the Mortgagee to the Mortgagor on the execution of these presents (receipt whereof doth hereby admit), the said Mortgagor doth hereby grant unto the said Mortgagee, his heirs, administrators, executors and assigns all that piece or parcel of land bearing Plot No. .... situated at,..... within the Registration District and Sub-District of ..... and more particularly described in the Schedule hereunder written hereinafter referred to as the said premises together with all his rights, privileges, easements and appurtenances and all the estate, right, title, interest, claim and demand whatsoever of him the Mortgagor into and upon the said premises and every part thereof to have and hold the said premises forever and subject to the hereinbefore recited first Mortgage and the principal sum and interest thereby secured and subject also to the proviso for redemption hereinafter contained provided always that if the said A, his heirs, executors, administrators or assigns

shall pay to the said B, his heirs, executors, administrators or assigns, the sum of Rs. .... with interest for the same at the rate of ..... per cent per annum from the date of these-presents, then the said B, his heirs, executors, administrators or assigns, at the request of said A, his heirs, executors, administrators or assigns will reconvey the said mortgaged premises hereby granted and if the said sum of Rs. .... with interest for the same at the rate of ..... per cent per annum shall not be paid on the ..... day of ..... or, then the Mortgagee, his heirs, executors, administrators or assigns will be authorised to enter into and upon the said mortgaged premises and may henceforth possess and enjoy the same and receive the rents and profits thereof, without any interruption, interference, eviction, claim or demand from or by any person or persons whomsoever, except in respect of the said first mortgage and it is hereby agreed and declared that the Mortgagee, his heirs, executors, administrators or assigns shall be authorised to sell the mortgaged premises hereby granted or expressed to be so, or any part or parts thereof, without any further consent of the Mortgagor, his heirs, executors, administrators or assigns, either subject to said first Mortgage or freed and discharged therefrom and either together or in lots and either by public auction or private contract or to rescind any contract for the sale thereof and to sell the same without being answerable for any loss or diminution in price and with full power to execute assurances, give receipts for the purchase money and to do other acts and things for completing the said sale, which the said mortgagee, his heirs, executors, administrators or assigns shall think proper and the proceeds of the sale of

mortgaged property or any part thereof shall be applied by mortgagee first towards the cost and expenses attending such sale, or incurred in relation to this security and then in satisfaction of the moneys which shall then be owing on the first mortgage and in the last, the balance shall be appropriated towards the moneys payable under these presents and surplus, if any, shall be paid to the Mortgagor, his heirs, executors, administrators or assigns.

And the Mortgagor hereby covenant that he is the absolute owner of the mortgaged premises and the said property is free from encumbrances, except the first mortgage recited above.

IN WITNESS WHEREOF the parties have put hereunto set and subscribed their respective hands the day and year first hereinabove written.

*The schedule above referred to*

Signed and delivered by the withinnamed Mortgagor

Signed and delivered by the withinnamed Mortgagee

WITNESSES;

1.

2.

Received the sum of Rs. .... (Rupees .....)  
from the withinnamed Mortgagee being the full consideration money with in  
mentioned to be paid by the Mortgagee to me.

Rs. ....

I say received.

.....

Mortgagor