

K.F.C. FORM 33
{See Chapter IX Article 244 C}
Mortgage Deed Form (additional advance)

THIS DEED OF MORTGAGE executed on this theday of..... Two thousand and..... by Sri/Smt.....(here enter name and address) now employed as.....(hereinafter referred to as “the Mortgagor”) in favour of the Governor of Kerala (Hereinafter referred to as “the Mortgagee”).

WHEREAS by a mortgage deed, dated.....and registered as No.....of.....at pages.....to.....volume.....Book No..... at the.....Office (hereinafter referred to as “the said mortgage deed”) the mortgagor transferred by way of simple mortgage the properties mentioned and described in the schedule hereto unto the mortgagee by way of security for the repayment of the loan of Rs.....(Rupees.....) advanced by the mortgagee to the mortgagor subject to the terms and conditions therein contained;

WHEREAS at the request of the mortgagor the mortgagee has in Order No..... dated.....sanctioned a further loan of Rs.....(Rupees.....) to the mortgagor subject to the terms and conditions contained in the said order (copy of which is attached hereto and shall form part of this deed as if incorporated herein) and in the Kerala Financial Code (hereinafter referred to as the “said Code”). and the terms and conditions herein contained:

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1) In consideration of the loan of Rs.....(Rupees.....)advanced to the mortgagor by the mortgagee (the receipt of which the mortgagor both here – by admit and acknowledge) the mortgagor hereby declares that all the properties comprised in the said mortgage deed and which have been described in the schedule hereto shall henceforth be security for and be charged with as well for the payment of the sum of Rs.....(Rupees.....) now with as well for the payment of the sum Rs.....now advanced with interest as hereinafter provided as also the payment of the sum secured by the said mortgage deed.

2) The loan amount together with interest calculated according to and in the manner provided in the said Code and order shall be repaid in the manner provided in the said Code and order. The repayment of the loan advanced under the said mortgage deed and hereby advanced shall be made simultaneously.

3) All the terms and conditions contained in the said Code and order and the said mortgage deed shall be binding on the mortgagor and he shall fully abide by them.

4) In case the mortgagor commits breach of all or any of the provisions contained in the said Code, the order, the said mortgage deed or the provisions herein contained the entire loan amount covered by the said mortgage deed and this deed outstanding together with interests and costs if any shall immediately become payable in a lump at once and the mortgagor shall pay the same. In case of default of such payment the mortgagee shall have power to proceed against the property described in schedule to recover such sums and the mortgagee shall have all the powers vested in a mortgagee under sections 69 and 69 A of the Transfer of Property Act. 1882.

5) Without prejudice to the powers of the mortgagee under the preceding clause all sums found due to the mortgage under or by virtue of, these presents shall be recoverable from the mortgagor and his/her properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as if they were arrears of land revenue or in such other manner as the mortgagee may deem fit.

In witness whereof the mortgagor has hereunto set his/her hand the day and year first above written.

Schedule above referred to:

(here enter details)

Signed by Sri./Smt.....

In the presence of witnesses:-

(1).....

(2).....