

K.F.C. FORM 32
(See Chapter IX, Article 244 E)

Mortgage Deed Form

THIS DEED OF MORTGAGE is executed on this the..... day of.....Two thousand and.....by Sri..... and Smt.....(H.E name(s) designation(s) and address(es) of the Officer(s) hereinafter called "the Mortgagor(s)" in favour of the Governor of Kerala (hereinafter called "the Mortgagee"):

WHEREAS the Moatgagor(s) has/have applied to the Moartgagee for a loan of Rs..... (Rupees.....only) for the construction of a house on the land/for the purchase of the land and the house/the purchase of the land and construction of a house on the land/the repairing of the house on the land/more particularly mentioned and described in the schedule hereunder written subject to the terms and conditions contained in the Kerala Financial Code (hereinafter referred to as "the said Code" which expression shall where the context so admits or implies include any amendment thereof or addition thereto for the time being in force):

AND WHEREAS the Mortgagee has granted the loan as per order No.....dated..... (hereinafter referred to as "the said order") to the Mortgagor(s) subject to the terms and conditions herein contained and also those contained in the code and in the said order;

NOW THIS DEED WITNESSETH AS FOLLOWS:-

1. In consideration of the loan of Rs..... .. (Rupees.... only) advanced to the Moargagor(s) by the Moartgagee (the receipt of which the Moargagor(s) doth/do hereby admit and acknowledge) the Mortgagor(s) doth/do hereby transfer by way of simple mortgage to the Moartgagee all that property (and building) described in the Schedule hereunder written (together with the building to be constructed thereon) and other improvements made thereon from time to time to the Intent that the said property and building and the other improvements shall remain and be charged as security for the payment to the Mortgagee of the said loan amount, interests and costs and the Mortgagee shall have first charge over the same.
2. The terms and conditions contained in the said Code and the said order shall form part of this Deed as it incorporated herein and all the terms and conditions contained in the said Code and in the

said order shall be binding on the Mortgagor(s) and the Mortgagor(s) shall fully abide by them.

3. The loan amount shall not be utilised for any purpose other than that for which it is sanctioned.
4. The loan amount together with interest as stipulated shall be repaid in the manner provided in the said Code and in the said Order.
5. In case the Mortgagor(s) shall at any time make default in the payment of any of the said instalments on the due date or commit(s) breach of all or any of the terms and conditions contained herein or in the said Code or in the said order the balance of the principal/sum which shall for the time being remain unpaid, together with interest accrued thereon and all sums found due to the Mortgagee under or by virtue of These Presents shall forthwith become payable in a lump at once and in case of default in payment of the whole sum immediately the Mortgagee shall have power without the intervention of any Court to take possession of the Mortgaged properties and sell or agree with any other person in selling the same or any part thereof either by public auction or by private contract subject to such conditions concerning title or evidence of title or other matters as the Mortgagee thinks fit with power to vary any contract for sale or to buy in at any auction or to rescind any contract for sale and to resell without being liable for any loss occasioned thereby and to realise the amount due to the Mortgagee from such sale proceeds after defraying the necessary expenses and the Mortgagee shall also have all the powers vested in the Mortgagee under Section 69 and 69A of the Indian Transfer of Property Act, 1882.
6. Without prejudice to any or all of the other rights and remedies of the Mortgagee all sums found due to the Mortgagee under or by virtue of these Presents shall be recoverable from the Mortgagor/jointly and severally from the Mortgagor(s) and his/her/their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of land revenue or in any other manner as the Mortgagee may deem fit.

Schedule above referred to
(H.E. details)

In witness Whereof Sri..... and
Smt..... the Mortgagor(s) has/have hereunto set
his/her/their hand(s) the day and year first above written.

Signed by Sri.....

Signed by Smt.....

In the presence of Witnesses:

1.....

2.....