MORTGAGE OF A RIGHT OF OCCUPANCY

CERTIFICATE OF TITLE

NUMBER ……………………..

LAND OFFICE NO. …………..

PLOT NO. ……….

……………………….

………………………………CITY

BY

…………………………………………………………………………………………..

TO

…………………………………………………………………………………..LIMITED

TO SECURE A CREDIT FACILITY OF UP TO TANZANIAN SHILLINGS ……………………………………………….. PLUS INTERESTS AND OTHER CHARGES GIVEN BY…………………………………………………………………..LIMITED

THIS MORTGAGE DEED is dated the ………. day of …………………….. 20…

BETWEEN

……………………………………………….of P.O. Box ……….., natural persons working for gain and residing in Tanzania (hereinafter referred to as “the Mortgagors”), which expression, where the context so permits, shall include their assigns and successors in title) of the one part;

AND

…………………………………….. a private limited liability company established under the Companies Act No 12 of 2002, licensed to carry on the business of banking under the Banking and Financial Institutions Act No. 5 of 2006 and its place of business at …………………………. and whose address for the purposes hereof is……………………………(hereinafter referred to as “The Bank” which expression, shall where the context so permits include its assigns and successors in title) of the other part.

WHEREAS the Bank has agreed to extend to …………………………………, a Loan (hereinafter referred to as “the Facility”) of ………………………………………………….upon the terms and conditions spelled out in the Facility Agreement, dated……………………….. Which letter signed by both parties and annexed to this Mortgage as Annexure “A” to be read as one with this Mortgage as if the same was written into it seriatim.

AND WHEREAS the Mortgagors have agreed by this Mortgage to create a charge over the property described in favor of the Bank as security for the said facility, interest and other charges thereon.

NOW THEREFORE THIS MORTGAGE DEED WITNESSETH as follows:

DEFINITION AND INTERPRETATION

Unless the context otherwise requires or unless otherwise defined in this deed, words and expressions shall have the same respective meanings that are ascribed to them in the Facility Agreement dated ……………………….

DEFINITION In this deed;

“DEED” means this Mortgage deed and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this deed.

“DEFAULT RATE” means the rate specified in the facility agreement which is ten (10%)  percent per annum as better defined in the default clause of the said letter, or any other rate as may be fixed by the Mortgagee from time to time.

“ENCUMBRANCE” means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement, or arrangement of any kind or any right conferring a priority of payment.

“EXPENSES” means all interest, commission, fees, and legal and other costs, charges, and expenses which the Bank may charge or incur in relation to the Mortgagors or this deed and the preparation, negotiation, and creation of this mortgage deed and/or in relation to the mortgaged property and/or breach of any provision of, and the protection, realization or enforcement of, this deed in each case on a full indemnity basis.

“FACILITY AGREEMENT” means the Credit Facility Agreement constituted in the letter dated the ………………………… with reference No. ……………………………………..

“THE PROPERTY or THE MORTGAGED PROPERTY” shall mean the property described on page 1 of this deed.

“RECEIVER” means the administrative receiver, receiver, and/or manager and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise.

“SECURED LIABILITIES” means all money obligations and liabilities whatsoever whether for principal, interest or otherwise (in whatever currency) which may now or at any time in future be due, owing, or incurred by the Mortgagorsto the Bank (under the terms of the Facility Letter of or this Deed) whether present or future actual or contingent and whether alone, severally or jointly as principal guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation, all expenses (and so that interest shall be computed and compounded) on the terms agreed between the parties or if not agreed according to the usual practice of the Bank (as well as after or before any demand or judgment).

INTERPRETATION

In this deed

Reference to Clauses and Schedules are to be construed as references to clauses of and schedules to this deed.

References to any provisions of this deed or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted, or novated from time to time;

Words importing the singular are to include the plural and vice versa;

References to a person are to be construed to include references to a corporation, firm, the company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;

References to any person are to be construed to include that person’s assigns or transferees or successor in title, whether direct or indirect;

References to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced from time to time (whether before or after the date of this mortgage) and are to include any orders regulations instruments, or other subordinate legislation made under or deriving validity from that statutory provision

Clause headings are for ease of reference only and are not to affect the interpretation of this Deed.

COVENANT TO PAY

The Mortgagors hereby covenant that in event of default, or and upon demand by the Bank, the Mortgagorsshall pay to the Bank the amounts outstanding on the Facility secured hereunder on the due date of payment and discharge all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Bank, in whatever currency-denominated whether on any current or other account or otherwise in any manner whatsoever in connection with the Facility referred to in the Preamble hereto and upon such other terms as may from time to time be agreed upon between the parties.

If the Mortgagors fail to discharge any or part of the Secured Liabilities when due, the Mortgagors shall pay to the Bank on demand interest on such Secured Liabilities at the Default Rate, in the case of expenses from the date on which the relevant expense was incurred and in the case of any other Secured Liabilities from the date on which the Secured Liabilities became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and maybe compounded in accordance with the usual practice of the Bank to the extent that it shall remain unpaid.

INTEREST, DEFAULT INTEREST, COSTS, AND OTHER CHARGES

Without any limitation provided herein or in the facility agreement, the security herein created shall specifically extend to include the following:-

Interest on credit facility granted to the Mortgagors at the rate of ………………..per annum calculated on the basis of the actual number of the days elapsed in a 360 days year.

Default interest on the Credit Facility.

Costs, bank charges, and other charges relating to or incidental to the credit facility or caused by the Mortgagors’ default or noncompliance with the terms herein or in the Facility Agreement.

SECURITY

This security shall be continuing security notwithstanding the bankruptcy or incapacity of the Mortgagors or any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, indemnity, “lien, pledge, bill, note, mortgage, charge or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Bank and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank now or hereafter dealing with exchanging, reuse, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

FURTHER ADVANCES

This Deed may be extended to secure further advances to the Mortgagors (but the Bank is not obliged to make them) and the Bank may at its sole discretion make further advances upon and subject to the terms and conditions to be agreed upon by the parties.

DISCHARGE

If the Mortgagors shall pay to the Bank the Secured Liabilities in accordance with the covenants contained in this Deed, the Bank at the request and cost of the Mortgagors will duly discharge this Deed (and re-assign the Agreement).

RESTRICTIONS  
The Mortgagors shall not without the prior written consent of the Bank:

Create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof (other than the Prior Charge).  Subject as aforesaid, any mortgage of or charge of Property created by the mortgagors otherwise than in favor of the Bank shall be expressed to be subject to this Mortgage.

Sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise, dispose of any moneys payable to the Mortgagors in relation to the Property or agree to do any of the foregoing;

Exercise any of the powers of leasing or agreeing to lease vested in or conferred on Mortgagors by common law or by statute or accept the surrender of any lease, under lease or tenancy or agree to do any of the foregoing;

Part with or share possession or occupation of the Property or any part of it or grant any tenancy or license to occupy the Property or agree to do any of the foregoing.

COVENANTS BY THE MORTGAGORS

The Mortgagors covenant with the Bank at all times during the continuance of this security:

Repair

To keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in a good  and substantial repair and condition (fair wear and tear excepted in the case of building itself) and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

Insurance

To keep the said buildings installations and structures and all fixtures and fittings situate thereon and other erections insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms, as the Bank shall approve and including,(if available on reasonable terms) a Bank  protection clause whereby the insurance effected will not be vitiated or avoidable as against a Mortgagee in the event of any misrepresentation act or neglect or failure to disclose on the part of the Mortgagors or the insured party if not the Mortgagors, or in the event of any circumstances beyond the control of the insured party or parties, subject to the payment of any increased premium required by the insurer, with the Bank named as co-insured and co-payee  with the Bank’s interest noted on the policy, provided that where the insurance on the Property is effected by a prior charge or some other third party the Bank shall not require the Mortgagors to effect separate insurance on the property so long as such insurance complies with the provisions of this Clause and is on terms reasonably satisfactory to the Bank;

To maintain in such landed property as the Bank shall approve such insurance in respect of employers’ liability, public liability, and occupier’s liability.

Punctually to pay all premiums and other moneys in respect of such insurances and on-demand to deliver to the Bankthe policy or policies of all such insurances and the receipt for every such payment and all moneys received under any policies of all such insurances and the receipt for every such payment and all moneys received under any policy or policies of insurance whether maintained or effected by the Mortgagors, the Bank or by a third party and whether or not in pursuance of the Mortgagors obligations under this Deed shall be applied, at the Bank’soption, but subject to the rights of any lessor under the Lease or the rights of any prior charge either in deficiency being made good by the Mortgagors or towards the discharge of the Secured Liabilities any such moneys received by the Mortgagors shall be held by the Mortgagors on trust for the Bank accordingly.

To comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.

Outgoings.  
To pay when due to all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed, levied or imposed upon the Property or upon the owner or occupier thereof or lawfully payable in respect of the property to the Government.

Covenants and stipulations.

To perform and observe all covenants restrictions, stipulations, provisions, regulations, and conditions affecting the Property or the use or enjoyment of it.

Alterations.

Not without the previous written consent of the Bank which will not be unreasonably withheld or delayed to demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building installation or structure for the time being upon the Property or (except in connection with the renewal or replacement thereof) any fixtures or erect or make or suffer to be erected or made on the Property any building installation structure or alteration or a change of use thereof within the meaning of the Town and Country Planning Act [Cap 355 R. E. 2002] or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent, the value of the Property.

Development

Whereat the date of this Deed or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Bank and any a competent authority with such development in all respects in conformity with the building permit and seek consent thereby and to produce all plans and specifications in relation to such development to the Bank  for approval and not to amend such plans and specifications in any manner which might diminish the finished value or increase the cost to a material extent, without the Bank’s approval, which shall not be unreasonably withheld or delayed.

Right of entry

To permit representatives of the Bank with or without workmen or others to enter the Property at all reasonable times, after at least twenty-four hours prior notice except in the case of emergency, to view the state of repair and condition of the Property.

Notices

Within four days of receipt to produce to the Bank a copy of any notices, order, direction, permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Bank so requires or approves and at the Mortgagors’ cost to make such objections representations against or in respect of such notice, order proposal, permission or consent as aforesaid as the Bank may (reasonably) require.

Information

Upon request to produce to or provide for the Bank such documents or information relating to the Property or its development as the Bank may (reasonably) require.

Statutes

To comply (in all material respects) with all obligations imposed under any present or future statute, regulation, order or instrument or under any bye-laws, regulations or requirements of any competent authority or approvals, licensor consents relative to the Property or its use or enjoyment.

Prior charges

Duly and punctually to pay all sums payable in respect of the Prior Charges subject to any applicable agreement or arrangement as to priorities and from time to time to produce to the Bank on demand the receipts from every such payment.

ENFORCEMENT EVENTS

If any of the following events shall occur then the Secured Liabilities shall become immediately due and payable at any time on demand by the Bank and the Bank shall cease to be under any further obligation to the Mortgagors:

The Mortgagors fail to pay any of the Credit Liabilities when due; or

[A demand](https://sherianajamii.com/2020/01/example-of-demand-letter.html) is made by the Bank for the repayment of the principal moneys or any part thereof and interest hereby secured under the provisions hereof and if the Mortgagors shall make default in repaying such sums in full within the period stated in such demand being made.

The Mortgagors commit any breach of any of the covenants or any other provisions of this Deed and either such breach is, in the reasonable opinion of the Bank,not capable of remedy or such breach is,capable of remedy  and is not remedied within the time provided in the  notice by the Bank requiring  such remedy is demanded or the date on which the Mortgagors first become aware of the breach; or

Any representation or warranty made or deemed to be made or repeated by the Mortgagorsin or pursuant to this Mortgage proves to have been untrue or incorrect, in any material respect, when made or when deemed to be repeated with reference to the facts and circumstances existing at such time;  or

Any Encumbrance on or over the business assets, right or revenues of the Mortgagors become enforceable and any steps are taken to enforce the same; or

An Encumbrancer takes possession (in either case) or a receiver or manager or is appointed of the whole or any part of the undertaking, assets, rights or revenues of the Mortgagors or distress or other process is levied or enforced upon any of the assets rights or revenues of the Mortgagors and any such action is not lifted or discharged within fourteen (14) days; or

The Mortgagors are adjudicated or found to be, insolvent or suspends the payment of  their respective debts or  deemed to be unable to or admit inability to pay their respective debts as they fall due or proposes or enters into any composition or other arrangements for the benefit of  their creditors generally or proceedings are commenced in relation to the Mortgagors under any law regulation or procedure relating to reconstruction or adjustment of debts; or

A petition is presented by any person for an adjudication order in relation to the Mortgagors; or

If the title of any part of the mortgaged property shall for any reason be terminated.

BANK’S LIABILITY

Under no circumstances shall the Bank be liable to account to the Mortgagors as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Bank.

The Bank shall be under no obligation to take any steps or institute any proceedings for the recovery of the several debts and moneys hereby charged and in no circumstances shall the Bank be liable to the Mortgagors or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realization of the Mortgaged Property or from any act, default, omission or misconduct of the Bank or the Receiver or the officer’s employees or agents of either or both of them in relation to the Mortgaged Property or in connection with this Deed (or the Loan Agreement) except to the extent that they shall be caused by the Bank’s or, as the case may be, the Receiver’s own fraud, negligence or willful misconduct or that of its respective officers, employees or agents.

PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank shall not be concerned to enquire whether the Credit Liability has become payable or whether any power which is purporting to exercise has become exercisable or whether any money is due under this Deed as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealings with the Bank.

POWERS OF LEASING

The statutory powers of sale leasing and accepting surrenders exercisable by the Bank is hereby extended so as to authorize the Bank whether in the name of the Bank or in that of the Mortgagors to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Mortgagors and generally on such terms and conditions, including the payment of money to a lessee or tenant on surrender and whether or not at a premium as the Bank in its absolute discretion, shall think fit.

POWER OF ATTORNEY

The Mortgagors hereby irrevocably appoint the Bankas their attorney and in the name and on behalf of the Mortgagors and as the act and deed of the Mortgagors or otherwise to sign, seal, and deliver, execute as a deed and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Deed.  The Mortgagors ratify and confirm and agree to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities, and discretion granted or referred to in this Deed.

The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Deed.

BANK’S RIGHTS

At any time after this Mortgage Deed becomes enforceable, all powers of the Receiver may be exercised by the Bank whether as attorney of the Mortgagors or otherwise

The Mortgagors agree that at any time after this Mortgage deed becomes enforceable:-

Upon any sale or other disposition in the exercise of the powers contained and implied by this Deed the Bank may sever any fixtures from the Property and sell the same apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Liabilities.

The Bankmay as an agent of the Mortgagors remove and sell any chattels on the Property (and the net proceeds of sale thereof shall be paid to the Mortgagors on demand without interest and the Bank shall not have the right to retain or set-off such proceeds of sale against any indebtedness of the Mortgagors to the Bank 😉

It shall be lawful for the Bank to enter into any arrangement or accept any composition in relation to the debts hereby charged without the concurrency of the Mortgagors and any such arrangement or composition shall be binding on the Mortgagors.

The Bank shall, on receiving notice that the Mortgagors have encumbered or Disposed of the Mortgaged Property or any part of it or any interest in it, be entitled to close any account or accounts of the Mortgagors and to open a new account or accounts with the Mortgagors and, without prejudice to any right of the Bank to combine accounts, no money paid into or carried to the credit of any such new account shall be appropriated towards or have the  effect of discharging any part of the amount due to the Bank on any such closed account.  If the Bank does not open a new account or accounts immediately on receipt of such notice, it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagors to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due to the Mortgagors to the Bank when it received such notice.

COSTS AND EXPENSES

The Mortgagors shall, on-demand and on a full indemnity basis, pay to the Bank:

The amount of all costs and expenses, including legal and out-of-pocket expenses and any taxes on such costs and expenses, which the Bank and/or any Receiver incurs in connection with:

The preparation, negotiation, execution and delivery of this Deed and any related document;

Any stamping or registration of this Deed;

Any actual or proposed amendment of or waiver or consent under or consent under or in connection with this Deed;

Any discharge or release of this Deed.

The preservation or exercise or attempted preservation or exercise of any rights under or in connection with, and the enforcement or attempted enforcement of, this Deed and any related document;

Obtaining payment of the Secured Liabilities;

Dealing with or obtaining advice about any other matter or question arising out of or in connection with this Deed (and any related document);

All other moneys paid by the Bankin perfecting or otherwise in connection with this Deed or in respect of the Mortgaged Property including (without limitation) all moneys expended by the Bank under Clause (7).

CONTINUING SECURITY

This Deed shall be continuing security to the Bank notwithstanding any Settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as continuing security until discharged.

SET-OFF

The Bank may, without notice to the Mortgagors apply for any credit balance (whether or not then due and in whatever currency) which is at any time held by the Bank for the account of the Mortgagors in or towards the satisfaction of the Secured Liabilities or any of them.

For the purposes of exercising any rights either under this Clause, or any rights under the general law, the Bankmay convert or translate all or any part of such a credit balance into another currency applying a rate which in the Bank’sopinion fairly reflects prevailing rates of exchange.

The Bank is not obliged to exercise any of its rights under this Clause, which shall be without prejudice and in addition to any rights under the general law.

In this Clause ‘rights under the general law’ means any right of set-off, combination or consolidation of accounts, lien, or similar right which the Bank has under any applicable law.

NOTICES

Every notice, demand, or other communication under this Deed shall be in writing and may be delivered personally or by letter, fax or telex and dispatched as follows:

If to the Bank, too (its address specified at the head of this Deed).

If to the Mortgagors to (their address specified at the head of this Deed).

Every[notice demand](https://sherianajamii.com/2020/02/demand-letter-from-attorney-sample.html) or other communication shall be deemed to have been received (if sent by post) 24 hours after dispatch and (if delivered personally or dispatched by telex/fax subject to receiving the correct telex/fax answerback/confirmation) at the time of delivery or dispatch if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next day succeeding such a working day.

Any notices demands or other communication as aforesaid to be given by the Bank may be made by a Manager of the Bank or by any person or firm acting as solicitor or solicitors for the Bank.

TRANSFERS

Upon written notice, the Bank may assign or transfer this Deed.

The Mortgagors may not assign or transfer any of their obligations under this Deed or enter into any transaction which would result in any of those obligations passing to another person unless it is by way of natural occurrence /act of God e.g. Death.

The Bank may, and where the interest of the Bank so requires, shall disclose to any person related to the Bank and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Deed any information about the Mortgagors and any person connected or associated with them.

MISCELLANEOUS

No delay or omission on the part of the Bank in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Mortgage Deed of that or any other right or remedy.

The Bank’s rights under this Mortgage Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.

Any waiver by the Bank of any terms of this Mortgage Deed, or any consent or approval given by the Bank under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

If at any time any one or more of the provisions of this Mortgage Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Mortgage Deed nor the legality validity of enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

Any certificate or determination of the Bank as to the amount of the Secured Liabilities or (without limitation) any matter provided for in this Mortgage Deed shall, in the absence of manifest error, be conclusive and binding on the

Mortgagors.

The Mortgagors certify that they have consented freely to charge the Mortgagedproperty to secure the facility extended to them pursuant to the [Loan Agreement](https://sherianajamii.com/2020/01/sample-of-loan-agreement.html).

LAW AND JURISDICTION

This Mortgage Deed is governed by and shall be construed in accordance with Tanzanian Laws as amended from time to time.

IN WITNESS whereof this Deed has been executed and delivered as on the date and in the manner shown herein below:

SIGNED and DELIVERED at………………. by  
the said …………………………………………………  
who is known to me personally/  
introduced to me by…………………… the latter  
being known to me personally in my presence at                                        MORTGAGOR  
­­­­­­­­­­­­ this…………. day of………… 20…

Name  :      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature:       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address:         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED and DELIVERED at……………….. by  
the said ………………………………………………  
who is known to me personally/  
introduced to me by…………………… the latter  
being known to me personally in my presence at                                        MORTGAGOR  
­­­­­­­­­­­­ this…………. day of………… 20…

Name  :      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature:       \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address:         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation:   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SEALED WITH THE COMMON SEAL AND  
DELIVERED at …………………..by the said …                                         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
LIMITED in our presence this ……day of ………….20..                    MORTGAGEE

Name:          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:          \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Address:      \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Designation: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_