**SIMPLE MORTGAGE DEED**

**(WITHOUT POSSESSION)**

This Simple Mortgage Deed is made and executed on this 28th day of December 2019 at Hyderabad, T.S., by and between: -

**UBBATI BEERAPPA** S/O UBBATI SRISAILAM, Aged about: 33 years, Occupation: Business, R/O. H.No.3-47 Urella Village, Chevella Mandal, RR District.

Hereinafter called the **MORTGAGOR.**

**AND**

**Mr. THAKUR JAGATH SINGH** S/O. Late LOKMAN SINGH, Aged about: 58 years, Occupation: Business, R/O. H.No. 13-4-40/2, Karwan, Hyderabad, T.S.

Hereinafter called the **MORTGAGEE.**

The terms **MORTGAGOR** and **MORTGAGEE** shall mean and include their respective legal heirs, successors, executors, administrators and assignee, etc.,

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SIGN. OF MORTGAGOR SIGN. OF MORTGAGEE

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WHEREAS, the Mortgagor is the absolute owner and peaceful possessor of agricultural land admeasuring 0.1650 in Survey No 49/A/2, admeasuring 0.0400 in Survey No 54/1/2, admeasuring 0.2250 in Survey No 641/2 and admeasuring 0.1100 in Survey No 204/1/1, total admeasuring 1 Acre 14 Guntas situated at Urella Village, Chevella Mandal. RR District. Vide Passbook No T0504110361, Khata No 745.

AND WHEREAS, the Mortgagor being in need of money to meet his urgent family necessities and for his business purpose and for payment of debts, etc., i.e. a sum of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) approached and requested the Mortgagee to pay the said amount and offered to Mortgage the above said agricultural land admeasuring 0.1650 in Survey No 49/A/2, admeasuring 0.0400 in Survey No 54/1/2, admeasuring 0.2250 in Survey No 641/2 and admeasuring 0.1100 in Survey No 204/1/1, total admeasuring 1 Acre 14 Guntas situated at Urella Village, Chevella Mandal. RR District. Vide Passbook No T0504110361, Khata No 745, (hereinafter referred to as **SCHEDULE PROPERTY** which is more fully described in the schedule of property), by depositing the title documents of the schedule property with the Mortgagee. The Mortgagee has agreed and accepted for the same and paid a sum of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) to the Mortgagor on the following terms and conditions: -

**NOW THIS SIMPLE MORTGAGE DEED WITNESSETH THAT**

1. In pursuance of the above offer and acceptance the Mortgagee has paid a sum of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) to the Mortgagor having received the said amount from the Mortgagee do hereby admits and acknowledges the same.
2. The Mortgagor having the received the mortgage amount of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) handed over the original title documents in respect of the schedule property to the Mortgagee.
3. The Mortgagor agreed to repay the mortgage amount of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) to the Mortgagee within a period of **(10) Ten Months** from the date of this document, along with interest thereon @ 3% per month.
4. It is hereby agreed that if the Mortgagor fails to pay the entire mortgage amount within the stipulated period of three months, from the date of this document, the Mortgage shall have right to take legal action against the Mortgagor and recover the said amount from the moveable and immovable properties of the Mortgagor along with damages and in those the Mortgagor shall be held responsible for all the costs and consequences arising thereof. The court jurisdiction will be at Hyderabad, T.S. and also where the Mortgaged property situated.

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SIGN. OF MORTGAGOR SIGN. OF MORTGAGEE

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1. The Mortgagor hereby declares that the schedule property hereby mortgaged is free from all encumbrances, charges, taxes, agreements of sale or commitments, etc., either of Government or Private and the Mortgagor is having subsisting absolute ownership rights and marketable title to execute this document in favour of the Mortgagee.
2. That the Mortgagor hereby declares that the repayment of the said amount to the Mortgagee, he will not sell, transfer, gifts, etc., the schedule property.
3. That the Mortgagor has not delivered the possession of the schedule property to the Mortgagee, hence this Simple Mortgage Deed is without possession.

**SCHEDULE OF PROPERTY**

All that agricultural land admeasuring 0.1650 in Survey No 49/A/2, admeasuring 0.0400 in Survey No 54/1/2, admeasuring 0.2250 in Survey No 641/2 and admeasuring 0.1100 in Survey No 204/1/1, total admeasuring 1 Acre 14 Guntas situated at Urella Village, Chevella Mandal. RR District., and bounded by

NORTH :

SOUTH :

EAST :

WEST :

IN WITNESS WHEREOF, the Mortgagor and Mortgagee have signed on this Deed of Mortgage with their free will and consent, without any duress or coercion, on the day, month and year above mentioned in presence of the following witnesses.

WITNESSES: -

SIGNATURE OF MORGAGOR

1)

SIGNATURE OF MORTGAGEE

2)

**R E C E I P T**

I, UBBATI BEERAPPA S/O UBBATI SRISAILAM, Aged about: 33 years, Occupation: Business, R/O. H.No.3-47 Urella Village, Chevella Mandal, RR District, received a sum of **Rs.6,50,000/-** (Rupees Six Lakhs Fifty Thousand Only) from Mr. THAKUR JAGATH SINGH S/O. Late LOKMAN SINGH, Aged about: 58 years, Occupation: Business, R/O. H.No. 13-4-40/2, Karwan, Hyderabad, T.S., towards hand loan on collateral security of agricultural land admeasuring 0.1650 in Survey No 49/A/2, admeasuring 0.0400 in Survey No 54/1/2, admeasuring 0.2250 in Survey No 641/2 and admeasuring 0.1100 in Survey No 204/1/1, total admeasuring 1 Acre 14 Guntas situated at Urella Village, Chevella Mandal. RR District., in pursuance of Mortgage Agreement, dated: 28-12-2019.

Hence, this receipt is made and executed on this 28th day of December 2019 at Hyderabad, T.S., in the presence of following witnesses.

WITNESSES: -

1)

SIGNATURE OF EXECUTANT

2)