

Deed of Sale of Property, Mortgagee - Joining

THIS INDENTURE IS MADE this..... day of..... BETWEEN AB of etc. (vendor and mortgagor), of the first part, CD of..... etc. (mortgagees), of the second part, and MN of, etc., etc., (purchaser) of the third part.

WHEREAS by Deed of Mortgage dated..... day of..... made between the said AB described therein as mortgagor of the one part and the said CD described therein as mortgagee of the other part and registered in Book I, Vol..... Pages..... to..... in the office of..... it was witnessed that the said AB did for the consideration mentioned therein grant, convey, sell, transfer, assign and assure unto and to the use of the said CD the property fully mentioned and described in the Schedule thereto and also particularly written in the Schedule below subject to the proviso for redemption as therein contained.

AND WHEREAS there is now due and payable to the said CD by the said AB a sum of Rs..... as principal and a further sum of Rs..... as interest making thus an aggregate of Rs..... which sum the said AB has no resources to repay except by sale of the said property as hereunder mentioned.

AND WHEREAS in the circumstances aforesaid the said AB has agreed with the said MN for sale of the said property at and for the sum of Rs.....

AND WHEREAS the said CD has agreed to join with the said AB in effecting such sale and assuring the same so as to pass an absolute title in the said property unto the said MN free from encumbrances.

NOW THIS INDENTURE WITNESSETH that in consideration of the said sum of Rs..... out of which a sum of Rs..... has been paid to the said CD in satisfaction and discharge of the mortgage debt and the balance retained by the said AB the receipts whereof they, viz., the said AB and CD do hereby and hereunder respectively admit, acknowledge and confirm he, the said AB, doth hereby and hereunder grant, convey, sell, transfer, assign and assure and the said CD join with the said AB and convey, sell, transfer and release unto and to the use of the said MN the said property and every part thereof TO HAVE HOLD AND POSSESS the same absolutely and forever freed and released from the said mortgage and all moneys due and payable thereunder together with buildings etc. (as usual in the conveyance) (usual covenants on the part of the vendor e.g., covenant as to good title, peaceful possession, non-encumbrances except the mortgage, further assurance and indemnity).

AND that the said CD do hereby covenant with the said MN that he has not done any act, deed or thing, nor suffered anything to the contrary whereof or by reason or means whereof the said property or any part thereof may be in any way affected or prejudiced in title or estate. And that he has full power and absolute authority to grant, convey, sell, transfer, assign and release the same in the manner hereinbefore indicated.

Schedule above referred to

IN WITNESS WHEREOF, etc.

Signed, sealed and delivered

AB
CD
MN