**DEED OF GIFT BY A FATHER TO HIS SON OF FREEHOLD SUBJECT TO A MORTGAGE**

THIS DEED OF GIFT is made the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_

BETWEEN

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of the father, *address, etc*.) (hereinafter called the Donee) of the ONE PART

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert name of the son, *address, etc*.) (hereinafter called the Donee) the son of the grantor of the OTHER PART.

WHEREAS :

1. The Donor is the absolute in possession of the property hereinafter described subject only to the mortgage next hereinafter recited.
2. By a mortgage (hereinafter called the Mortgage) dated the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ and made between the donor of the One Part and (mortgagee) of the Other Part the said property was demised to the said (mortgagee) for a term of \_\_\_\_\_\_\_\_ years by way of mortgage to secure the principal sum of Rs. \_\_\_\_\_\_\_\_\_ and interest thereon as therein mentioned.

(OR, if the security was a mortgage by way of legal charge: By a legal charge (hereinafter called the legal charge) dated the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_ and made between the donee of the One Part and (Mortgagee) of the Other part the said property was charged by way of legal mortgage in favour of the said (mortgagee) to secure the payment to the mortgagee of the principal sum of Rs.\_\_\_\_\_\_\_\_ and interest thereon in accordance with the covenant therein contained.

1. The said principal sum of Rs. \_\_\_\_\_\_\_\_ together with Rs.\_\_\_\_\_\_\_ interest thereon to the date of this deed (making together the sum of Rs.\_\_\_\_\_\_\_\_\_\_) remains now owing upon the security of the mortgage (or legal charge).
2. The donor is desirous of conveying the said property subject to the mortgage (or legal charge) to the donee by way of gift.

NOW THIS DEED WITNESSETH as follows:

1. In consideration of his natural love and affection for the donee the donor hereby conveys unto the donee all that (parcels) TO HOLD the same unto the donee absolutely and for ever (subject to the mortgage and the said term now subsisting thereunder or to the legal charge) and to the said principal sum and all interest now owing or henceforth to become payable in respect thereof.
2. The donee hereby covenants with the donor that the donee or the persons deriving title under him will pay all principal monies and interest secured by and now owing or henceforth to become due under the mortgage (or legal charge) and will at all times hereafter keep the donor his estate and effects indemnified from all proceedings claims and demands in respect thereof.

IN WITNESS etc.

[*Signature and seals of both parties*]