**GIFT OF SHARE OF IMMOVABLE PROPERTY SUBJECT TO MORTGAGE BY THE OWNER OF THE ENTIRETY TO SPOUSE**

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

 BETWEEN

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

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (insert the name, address, etc. of daughter of donor) (hereinafter called the donee) of the OTHER PART.

 WHEREAS:

1. The Vendor is seized of the property described in the schedule hereto subject to a mortgage (“the Mortgage”) dated etc. and made between the Vendor of the One Part and \_\_\_\_\_\_\_\_\_\_\_ Building Society (“the Mortgagee”) of the Other Part (and to the restrictive covenants and otherwise as hereinafter mentioned) but otherwise free from encumbrances.
2. There remains owing on the security of the Mortgage the sum of Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_ representing principal and interest thereon (or and the interest thereon has been paid) up to the date hereof (or the \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_).
3. The Donor is desirous of conveying the said property to himself and the Donee as tenants-in-common subject to the said Mortgage and all moneys payable thereunder.

NOW THIS DEED made in consideration of the natural love and affection of the Grantor for the Donee WITNESSES as follows:

1. THE DONOR HEREBY CONVEYS unto the DONOR and the Donee ALL THAT etc. TO HOLD unto the Donor and the Donee as beneficial tenants-in-common in (equal) shares SUBJECT to the covenants and conditions contained or referred to in a conveyance dated etc., and made etc. and subject also to the Mortgage and all moneys payable thereunder.
2. THE PURCHASERS HEREBY DECLARE that until the expiration of twelve years from the death of the survivor of the Purchasers the trustees for the time being of this deed shall have power to sell mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner.
3. THE DONEE HEREBY COVENANTS with the Donor that she shall jointly and severally with the Donor pay all principal monies and interest secured by and henceforth to become due under the Mortgage and perform and observe the other covenants and conditions expressed or implied therein on the part of the Donor.

THE SCHEDULE ABOVE REFERRED TO:

IN WITNESSES WHEREOF, etc.

[*Signatures of both parties*]