

GOVERNMENT NOTICE No. 119

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

REGULATIONS

MADE BY THE GOVERNOR-GENERAL UNDER SECTION 49 OF THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

THE AGRICULTURAL DEVELOPMENT BANK REGULATIONS, 1969

1. These Regulations may be cited as the Agricultural Development Bank Regulations, 1969.

2. (1) The rate of interest which may be charged in respect of any particular class or classes of loans or advances shall be such rate not exceeding nine per centum per annum as the Board may from time to time determine.

(2) Interest shall be payable monthly, quarterly, half-yearly or yearly as the Board may in any case determine.

3. (1) A loan application shall be in the appropriate form set out as Form Nos. 1, 1A or 1B.

(2) A loan agreement shall be in the form set out as Form No. 2.

(3) Any mortgage deed, agricultural charge or any other instrument executed for the purpose of securing a loan shall be in the appropriate form set out as Form Nos. 3, 4, 5, 6, 7, 8, 9, or 17.

(4) A memorandum of mortgage shall be in the form set out as Form No. 10.

(5) A memorandum of discharge and a certificate of satisfaction shall be in the form set out as Form Nos. 11 and 12 respectively.

(6) A notification of charge shall be in the form set out as Form No. 13.

4. Every short-term loan shall be evidenced by an instrument in writing in the form set out as Form No. 16.

5. Every mortgage deed or Agricultural charge executed for the purpose of securing a loan shall be vacated by a receipt under the seal of the Bank duly authenticated in the form set out as Form No. 14 or 15.

6. All Forms referred in these Regulations are set out in the First Schedule. First Schedule

7. The Legal charges payable in respect of any loan or advance shall be as specified in the Second Schedule. Second Schedule

FIRST SCHEDULE

FORM No. 1

AGRICULTURAL DEVELOPMENT BANK

Application for Loan

ADDRESS.....

.....

.....

DATED

THE CHAIRMAN,
BOARD OF DIRECTORS,
AGRICULTURAL DEVELOPMENT BANK,
12, ABERCROMBY STREET,
PORT-OF-SPAIN.

SIR,

I hereby make application for a loan of.....Dollars
on the security of (a) Landed Security:.....

(b) All Other Security:.....
.....
.....

Under section 44 (1).

2. The Loan is required in accordance with section 41 (1), section 41 (2) for the purpose of.....
.....
.....

3. I enclose receipts showing Land and Building Taxes and Water Rates for the year
.....
Assessment Roll Numbers.....
Payable at the District Revenue Office (formerly Warden's Office) at.....
.....

4. I agree to furnish all further particulars of title requested of me.

5. I agree to purchase shares in the Bank to an amount equal in value to at least 5 per cent of the loan on such terms and conditions as the Board may determine.

6. I agree to abide by the Rules and Regulations of the Bank.

7. The undermentioned questions and answers are deemed to be the basis of application.

I am, Sir,
Yours faithfully,

.....

Questions to be answered by Applicant

1. (a) Are the above securities encumbered?..... If so, state hereunder:

Name of Encumbrancer	Amount	Dated	Balance Due	Interest	Security offered for the loan

1. (b) Do you have any judgments *lis pendens* (pending action) or executions recorded against your name. (If so, give details).

2. How many acres have you under cultivation and what are the crops grown:

Area:..... Crop:.....
 Area:..... Crop:.....
 Area:..... Crop:.....
 Area:..... Crop:.....

3. Are you the Owner of the freehold or the leasehold interest in the land?.....

4. If the Owner of Agricultural Stock or Crop alone what is your status (i.e. tenant, licensee, &c.).....

5. If a Lessee, state: Name of Landlord.....

Unexpired term of years.....

Condition of lease.....

6. Are there any building offered as Security? If so, give details hereunder (stating whether they are not on any lands so offered).....

7. Are the buildings insured? If so, state the amount and name of Company:

Amount: \$..... Company

Amount: \$..... Company

8. (Other) Agricultural Stock (including crop if any).....

9. Give particulars of Title of every interest or estate (whether freehold or leasehold and/or stock) given as security.....

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.....
.....

10. Disclose in detail whether apart from yourself there is:

(a) Any occupant on the lands or any part thereof and their status (i.e. whether lessees, tenants, licencees, contractors, or whether holding under an agreement or otherwise), or whether there are other persons entitled to occupy such land, and the names and addresses of such persons.

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(b) Any person connected with or in any way using or enjoying the land (or entitled to the use, enjoyment or benefit of the produce thereof) or any part thereof, and the names and addresses of such persons.

.....
.....
.....
.....
.....

(c) (In the case of the owner of crops) whether the tenancy or other occupancy has been assigned or sublet and the names and addresses of the assignees or sublessees.

.....
.....
.....
.....
.....

(d) The areas occupied, used or enjoyed by the respective persons referred to in (a), (b), or (c).

.....
.....
.....
.....
.....

11. If not freeholder or leaseholder furnish evidence of your status.....

12. What is your estimate of the present sale value of the Security offered in:

(a) \$.....

(b) \$.....

13. For what period do you require the Loan?.....years.

14. Amount of crops reaped from lands offered as security for the last past three years:

	19.....	19.....	19.....
Cocoa (Number of pounds)			
Coffee (Number of pounds)			
Copra (Number of pounds)			
Citrus (Number of crates)			
Bananas (Valued at)	\$.....	\$.....	\$.....
Other Crops	\$.....	\$.....	\$.....

15. Are you resident on the property offered as security?.....

If not, give full details *re* management:.....

16. Name of Surety.....

Address.....

Occupation.....

I,.....

declare that the statements and other particulars herein contained are true and correct to the best of my knowledge and belief and that they give a true account of the extent and ownership of the security offered.

And I make this Declaration conscientiously believing the same to be true and according to the Statutory Declaration Ordinance, Ch. 7. No. 7, and I am aware that if there is any statement in this Declaration which is false in fact, which I know or believe to be false or do not believe to be true I am liable to fine and imprisonment.

Declared to at.....

this.....day of.....19.....

Before me,

.....

TRINIDAD AND TOBAGO

FORM No. 1A

AGRICULTURAL DEVELOPMENT BANK

Application for a Loan for a Fisheries Purpose

SECTION 1: LETTER OF APPLICATION

Address.....

.....

Date

THE CHAIRMAN,
BOARD OF DIRECTORS,
AGRICULTURAL DEVELOPMENT BANK,
12, ABERCROMBY STREET,
PORT-OF-SPAIN

Dear Sir,

I hereby make application for a loan of.....Dollars
on the security of.....
.....
.....
under section 45 (Loans).....
.....
.....

2. The loan is required for the purpose of.....
.....
.....

3. I enclose receipts showing payment of Land and Building Taxes and Water Rates
for the year

4. I agree to furnish all further particulars of title requested of me.

5. I agree to purchase shares in the Bank to an amount equal in value to at least
5 per cent. of the loan on such terms and conditions as the Board may determine.

6. I agree to abide by the Rules and Regulations of the Bank.

7. The undermentioned questions and answers are deemed to be the basis of my
application.

I am, Sir,

Yours faithfully,

.....

Questions to be Answered by Applicant

SECTION 2: DECLARATION OF ANY INDEBTEDNESS

1. Are the above securities encumbered?.....If so, state hereunder:

(A) NAME	DEBIT			Now DUE	
	Amount	Date	Rate	Principal	Interest
.....					
.....					
.....					
.....					

- (b) Do you have any judgment *lis pendens* (pending action) or executions, recorded against your name.? If so, give details.
- (c) On what security was loan made.

SECTION 3: DECLARATION OF ANY ENCUMBRANCES ON THE SECURITY OFFERED

2. Are there any other encumbrances on the land or other security offered as security? If so, give particulars:

3. Does encumbrancer agree to postpone his security in favour of the charge to the Agricultural Development Bank (if necessary)?.....

SECTION 4: LAND OFFERED AS SECURITY

4. Area of land offered as security.....

5. How many acres have you under cultivation and what are the Crops grown?.....

6. Are you the owner of the freehold or the leasehold interest in the land?.....

7. If a Lessee state:

Name of Landlord

Address.....

Unexpired to term of years:

Lease:

8. If the owner of Agricultural Stock on Crop alone, What is your status (i.e. tenant, licensee, etc.)

9. If the property given as security was acquired by purchase, give name of previous owner and date of purchase (if not state how acquired).....

10. Are there any buildings offered as security? If so, give details (stating whether they are not on any land so offered)

11. (Other Agricultural Stock (including crop if any))

12. Has there been any dispute or lawsuit over the security offered? If so, give details:

13. How long have you been in possession?

14. State nature of documents and title of every interest or estate whether freehold or leasehold and/or stock given as security (if not freeholder or leaseholder furnish evidence of your status).....

15. Nature and quantity of produce sold and the proceeds thereof for the last past three (3) years and to whom sold:

	1	2	3
Cocoa (lb.)			
Coffee (lb.)			
Copra (lb.)			
Citrus (crates).....			
Other Crops.....	\$.....	\$.....	\$.....

16. Are you resident on the property offered as Security? If not, give full information re management.....

SECTION 5: HOUSE PROPERTY OFFERED AS SECURITY

- 17. Address and/or Situation.....

- 18. Dimensions.....
- 19. Number and Description of Rooms.....

- 20. Built of (Materials).....

- 21. Roofed with (Materials).....
- 22. Occupant.....

SECTION 6: SHARES, STOCK, BONDS, DEBENTURES, POLICIES, ETC., OFFERED AS SECURITY

23. Insert Particulars.....

SECTION 7: ANY OTHER SECURITY OFFERED

- 24. Insert Particulars.....

- 25. Name of Surety.....
 Address.....
 Occupation.....

SECTION 8: OCCUPANTS ON PROPERTY GIVEN AS SECURITY

26. Disclose in detail whether apart from yourself there is:

(a) Any occupants on the lands or any part thereof and their status (i.e. whether lessees, tenants, licencees, contractors, or whether holding under an agreement or otherwise), or whether there are other persons entitled to occupy such land, and the names and addresses of such persons:

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.....
.....

(b) Any person connected with or in any way using or enjoying the land (or entitled to the use, enjoyment or benefit of the produce thereof) or any part thereof, and the names and addresses of such persons:

.....
.....
.....
.....
.....

(c) (In the case of the owner of crops) whether the tenancy or other occupancy has been assigned or sublet and the names and addresses of the assignees or sublessees:

.....
.....
.....
.....
.....

(d) The areas occupied, used or enjoyed by the respective persons referred to in (a), (b), or (c):

.....
.....
.....
.....
.....

TRINIDAD AND TOBAGO

AGRICULTURAL DEVELOPMENT BANK

Application for Loan
(Industries connected with Agriculture)

ADDRESS.....
.....
.....
DATED

THE CHAIRMAN,
BOARD OF DIRECTORS,
AGRICULTURAL DEVELOPMENT BANK,
12, ABERCROMBY STREET,
PORT-OF-SPAIN.

SIR,

I hereby make application for a Loan of.....Dollars
on the security of (a) Landed Security.....
.....

(b) All other security.....
.....

2. The loan is required for the purpose of:.....
.....

3. I enclose Receipts showing Land and Building Taxes and Water Rates for the year

Assessment Roll Number
Payable at the Warden's Office at.....
.....

4. I agree to furnish all further particulars of title requested of me.

5. I agree to purchase shares in the Bank to an amount equal in value to at least 5 per cent of the loan on such terms and conditions as the Board may determine.

6. I agree to abide by the Rules and Regulations of the Bank.

7. The undermentioned questions and answers are deemed to be the basis of my application.

am, Sir,
Yours faithfully,

.....

Questions to be answered by Applicant

1. Are you indebted to any organisation or individual?.....If so, state hereunder:

Name	Amount	Dated	Balance Due	Interest	Security offered for the Loan
.....
.....
.....
.....
.....
.....

2. How many acres have you under cultivation and what are the crops grown?

Area:..... Crop:.....
 Area:..... Crop:.....
 Area:..... Crop:.....
 Area:..... Crop:.....

3. Are you the owner of the freehold or leasehold interest in the land?.....

4. If the owner of Agricultural Stock or Crop alone what is your status (i.e. tenant licensee, &c.).....

5. If a Lessee state:

Name of Landlord.....
 Address.....

Unexpired term of years.....
 Condition of Lease

6. Are there any buildings offered as security? If so, give details hereunder (stating whether they are not on any lands so offered).....

7. Are the buildings insured? If so, state the amount and name of Company:

Amount: \$..... Company:.....
 Amount: \$..... Company:.....
 Amount: \$..... Company:.....

8. (Other Agricultural Stock (including crop if any)).....

.....

9. Give particulars of Title of every interest or estate (whether freehold or leasehold and/or stock given as security).....

10. Disclose in detail whether apart from yourself there is:

(a) Any occupant on the lands or any part thereof and their status (i.e. whether lessees, tenants, licencees, contractors, or whether holding under an agreement or otherwise), or whether there are other persons entitled to occupy such land, and the names and addresses of such persons.....

(b) Any person connected with or in any way using or enjoying the land (or entitled to the use, enjoyment or benefit of the produce thereof) or any part thereof, and the names and addresses of such persons.....

(c) (In the case of the owner of crops) whether the tenancy or other occupancy has been assigned or sublet and the names and addresses of the assignees or sublessees.

(d) The areas occupied, used or enjoyed by the respective persons referred to in (a), (b) or (c).....

11. If not freeholder or leaseholder furnish evidence of your status.....

12. What is your estimate of the present sale value of the security offered in:

(a) \$.....

(b) \$.....

13. For what period do you require the loan years.

14. Estimated annual revenue:

(a) Produce from cultivation..... \$.....

(b) Products intended to be manufactured..... \$.....

(c) Any other business \$.....

15. Locality in which it is proposed to establish business.....

16. Do you propose residing in the locality?..... If not, give full information re management.....

17. (a) Amount of Capital to be invested in the Industry \$.....

(b) If incorporated as a Limited Liability Company state issued share capital.....

18. Name of Surety:

Address:

Occupation:

I,..... declare that the statements and other particulars herein contained are true and correct to the best of my knowledge and belief, and that they give a true account of the extent and ownership of the security offered, and I make this Declaration conscientiously believing the same to be true and according to the Statutory Declaration Ordinance, Ch. 7. No. 7, and I am aware that if there is any statement in this Declaration which is false in fact, which I know or believe to be false or do not believe to be true, I am liable to fine and imprisonment.

Declared to at.....

this.....day of.....19.....

Before me,.....

Form No. 2

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

An Agreement made the.....day of....., 19..... between (the borrowing society) of the one part and the Agricultural Development Bank Incorporated under the Agricultural Development Bank Act (hereinafter called 'The Bank') of the other part.

WITNESSETH that in consideration of the sum of..... dollars this day lent to the Society (the receipt whereof is hereby acknowledged), the Society hereby agrees as follows:

- (1) To repay the said sum with interest at the rate of.....per centum per annum on the.....day of..... 19....., or to repay the said sum with interest thereon at the same rate by instalments of.....dollars by monthly/quarterly/half-yearly/annual instalments of.....dollars, the first instalment to be paid on the.....

In the event of default in the payment of any one or more instalments, the whole or balance of the sum lent shall be deemed to be due and payable to the Bank and be recoverable by the Bank.

- (2) To employ the sum so lent in the manner described in the application for such loan and/or in making loans to its members to be employed by them for the purposes authorised by or under the Co-operative Societies Ordinance/Agricultural Credit Societies Ordinance and not otherwise: the Society to obtain from any borrowing member the security prescribed by the said Ordinance.
- (3) To furnish to the Bank, on the last day of June and the last day of December in each year, a statement showing the sums so loaned by the Society to its members, the names of the borrowers, the terms and conditions of such loans, and the sums received as principal and/or interest from the date of the making of each such loan.
- (4) To make available for inspection by any duly authorised officer of the Bank all papers, vouchers, books, securities, and all other documents used in connection with the business of the Society.
- (5) To satisfy itself from time to time that all loans made by the Society from time to time have been faithfully applied by the borrowing members in and about the purposes for which every such loan was made and to furnish the Bank with such proof thereof as the Bank may require.
- (6) Not to make any loan to any of its members unless and until all the terms and stipulations in relation to the purposes of the application, the rate of interest chargeable thereon, and the repayment of such loan is first approved by the Bank.
- (7) During the existence of this Agreement, not to extend from and out of moneys

received by the Society by way of interest a sum exceeding..... per centum of such interest moneys as expenditure in an about any of the purposes or functions of the Society, and not to expend for any purpose whatsoever (other than the repayment to the Bank of the sum lent to the Society hereunder and interest thereon) any capital sums of the Society including entrance fees, fines and sums received from members by way of repayment of loans.

- (8) During the existence of this Agreement, after meeting loans or instalments on loans from the Bank and interest thereon and expending for the purpose of the Society such sums as are hereinabove provided for, to set aside as a Reserve a sum representing.....per centum of its net profits: such sums not to be disposed of by the Society save in a manner agreed to by the Bank.
- (9) In the event of the non-performance or non-observance of all or any of the terms and conditions on the part of the Society herein contained and hereby agreed to be performed and observed, the said sum of..... dollars or such part thereof as shall remain unpaid with interest at the rate aforesaid to become due immediately and payable and be recoverable in the manner provided in the Agricultural Development Bank Act.

As Witness the hands of the
parties hereto the
day of _____, 19____
first above written.

Form No. 3

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Prepared by me,

THIS DEED is made the _____ day of _____ in the Year of Our Lord One Thousand Nine Hundred and _____ under the provisions of the Agricultural Development Bank Act, No. 3 of 1968 (hereinafter referred to as "the said Act") Between

_____ in the Island of Trinidad, (hereinafter called "the _____") of the One Part and THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter called "the Bank" which expression where the context so requires or admits shall include the persons deriving title under the Bank) of the Other Part:

WHEREAS the _____ seised in unencumbered fee simple in possession of the hereditaments and lands described in the Schedule hereto (hereinafter referred to as "the said hereditaments"):

AND WHEREAS the _____ applied to the Bank for a loan of _____ under the provisions of section _____ of the said Act to be applied towards

which loan the Bank has agreed to make on having the repayment thereof with interest thereon secured in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the sum of _____ now paid by the Bank to the _____ (the receipt whereof the _____ hereby _____) the _____ with the Bank to pay to the Bank on the _____ the said sum of _____ with interest thereon at the rate of _____ DOLLARS per centum per annum and also so long as any principal money remains due and owing under these presents after the _____ now next ensuing to pay to the Bank interest thereon at the rate aforesaid by equal half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year:
2. In further pursuance of the said Agreement and for the consideration aforesaid the _____ as Beneficial Owner hereby _____ unto the Bank ALL AND SINGULAR the said hereditaments together with all agricultural live dead and rolling stock thereon, TO HOLD the same unto and to the use of the Bank in fee simple subject to the proviso for redemption hereinafter contained.
3. Provided that on payment to the Bank of the said sum of _____ with interest thereon from the date hereof at the rate of _____ DOLLARS per centum per annum this security shall at the request and cost of the _____ be vacated by a receipt pursuant to the said Act and the Regulations made thereunder or otherwise as the _____ shall direct.

4. The _____ hereby further _____ with the Bank during the continuance of this security as follows:

- (a) That _____ will keep all messuages and buildings now or for the time being comprised in or subject to this security in good and substantial repair and condition and insured against loss or damage by fire in some Insurance Company of repute to be approved of in writing from time to time by the Bank in the name of the Bank and will duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such Insurance immediately on the same becoming due and will on demand produce to the Bank the Policy or Policies of such Insurance and the receipt for every such payment and that if the _____ shall make default at any time in keeping the same premises or any part thereof in good and substantial repair and condition or in effecting or keeping up such Insurance as aforesaid or in producing any such Policy or receipt to the Bank on demand it shall be lawful for but not imperative on the Bank to repair and keep in repair the said premises or any part thereof (with power to enter into and upon the said hereditaments for that purpose) or to insure and keep insured the same to the amount aforesaid and that all moneys expended by the Bank for either of such purposes and all costs and expenses incurred by the Bank in connection therewith shall be deemed to be properly paid by the Bank.
- (b) That _____ will duly and punctually pay and discharge and indemnify the Bank against all rates taxes duties charges assessments impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said hereditaments or any part thereof by the _____ or the Bank or a receiver in respect thereof and that if the _____ shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Bank on demand the Bank may pay the same and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.
- (c) That _____ will maintain and upkeep the cultivation of the said hereditaments including the livestock hereby mortgaged in a good and husbandlike manner and pay off and satisfy all contractors upon the said hereditaments for all work done by them thereon as and when their contract shall expire and be fit to be taken over.
- (d) That _____ will permit the Bank and its agents and servants at all reasonable times to enter into and upon the said hereditaments or any part thereof and to view examine and inspect the state and condition thereof and also all papers vouchers books and other documents whatsoever used in connection with the working of the said hereditaments.
- (e) That _____ will not cut or permit to be cut any cedar cyp mahogany or other valuable timber growing on the said hereditaments without the consent in writing of the Bank for that purpose first had and obtained.
- (f) That _____ will not rent the said hereditaments or any part thereof or make any arrangements for the working of the said hereditaments or any part thereof by contract or otherwise without the consent in writing of the Bank for that purpose first had and obtained.
- (g) That _____ will comply with the provisions of the said Act or any law amending or replacing the same for the time being in force and with all regulations made thereunder.

5. PROVIDED ALWAYS and it is hereby agreed and declared as follows:

- (a) If the _____ shall pay to the Bank the said sum of

with interest thereon at the rate aforesaid by the instalments (of principal and interest combined) on the half-yearly days hereinbefore fixed for payment of interest and in the manner provided in the Second Schedule hereto or shall pay the same within Thirty Days next after the day so appointed for payment thereof (interest being also paid on the principal money for the time being owing for so much if any of such Thirty Days as may have expired) and if

there shall not have been any breach of any of the obligations statutory or otherwise binding on the _____ or of any of the covenants whether expressed or implied herein contained and on the part of the _____ to be observed and performed (other than and besides the covenant for payment of the principal money and interest hereby secured) then and in such case the Bank shall accept payment of the said sum of

and the interest thereon by the instalments and in manner aforesaid and will not require payment of such principal money otherwise than by such instalments.

- (b) Notwithstanding the provision for payment of the principal money hereby secured by instalments but without prejudice to the same provision such principal money shall be deemed to be due within the meaning of the Conveyancing and Law of Property Ordinance and for all purposes of that Ordinance on the _____ now next ensuing.
- (c) That upon any sale under the Statutory Power in that behalf a purchaser shall not either before or after conveyance be concerned to see or inquire whether any default has been made in payment of any such instalment or be affected by any notice that no such default has occurred or that the sale is otherwise unnecessary or improper.
- (d) That _____ shall be at liberty at any time or times to pay off all or any part of the principal money for the time being owing on this security provided that upon such payment the interest on the whole principal money for the time being owing computed to the end of the current month be fully paid and that interest shall thereafter be payable by the _____ on so much only of the said principal money as remains unpaid after such payment and that such partial payment by anticipation shall not interfere with the payment of principal and interest subsequently payable pursuant to the provision in that behalf hereinbefore contained but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this security.

6. PROVIDED ALWAYS and it is hereby expressly declared as follows:

- (a) The Statutory Power of leasing and accepting surrenders of leases shall not be exercisable by the _____ nor shall the _____ sell or otherwise dispose of the said hereditaments or any part thereof without the previous consent in writing of the Bank.
- (b) The provisions of the said Act or any law amending or replacing the same for the time being in force and all regulations made thereunder so far as capable of applying to this security shall apply hereto as if herein inserted.
- (c) All costs charges and expenses properly incurred hereunder by the Bank and all moneys properly paid by the Bank shall together with interest thereon at the rate hereinafter mentioned be charged on the property for the time being subject to this security and shall on the same being paid be repaid on demand to the Bank by the _____ with interest thereon from the date of such payment at the rate of _____ DOLLARS per centum per annum PROVIDED that the charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may or but for the said charge would have for the moneys hereby secured or any part thereof.
- (d) The Statutory Power of Sale shall be exercisable by the Bank without notice in any of the following events:
- (i) If the _____ to observe any of _____ obligations hereunder; and
- (ii)

IN WITNESS WHEREOF the _____
 the day and year first herein above written and the Seal of the Bank was hereto affixed
 the _____ day of _____ One Thousand Nine
 Hunderd and _____

Form No. 4

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Prepared by me,

THIS DEED is made the _____ day of _____ in the Year of Our Lord One Thousand Nine Hundred and _____ under the provisions of the Agricultural Development Bank Act No. 3 of 1968 (hereinafter referred to as "the said Act") Between

in the Island of Trinidad (hereinafter called "the _____") of the One Part and THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter called "the Bank" which expression where the context so requires or admits shall include the persons deriving title under the Bank) of the Other Part:

WHEREAS the _____ seised in unencumbered fee simple in possession of the lands and hereditaments described in Part I of the First Schedule hereto (hereinafter referred to as "the said hereditaments"):

AND WHEREAS the _____ registered under the provisions of the Real Property Ordinance as the proprietor _____ of an estate in fee simple of all piece or parcel of land short particulars whereof are set out in Part II of the First Schedule hereto:

AND WHEREAS the _____ applied to the Bank for a loan of _____ under the provisions of section _____ of the said Act to be applied towards

AND WHEREAS the Bank has agreed to make such loan to the _____ on having the repayment thereof with interest thereon secured in manner hereinafter appearing and also by a Memorandum of Mortgage from the _____ in favour of the Bank of the piece or parcel of land short particulars whereof are set out in Part II of the First Schedule hereto which said Memorandum of Mortgage is intended to be executed contemporaneously with these presents

NOW THIS DEED WITNESSETH as follows:

1. In pursuance of the said agreement and in consideration of the sum of _____ now paid by the Bank to the _____ (the receipt of which sum the _____ hereby _____) the _____ hereby _____ with the Bank to pay to the Bank on the _____ now next ensuing the said sum of _____ with interest thereon from the date hereof at _____ the rate of _____ DOLLARS per centum per annum and also so long as any principal money remains due under these presents after the _____ now next ensuing to pay to the Bank interest thereon at _____ the rate aforesaid by equal half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year.

2. For the consideration aforesaid the _____ as Beneficial Owner hereby convey _____ unto the Bank ALL AND SINGULAR the said hereditaments together with all the agricultural live dead and rolling stock thereon TO HOLD the same unto and to the use of the Bank in fee simple subject however to the proviso for redemption hereinafter contained.

3. Provided that on payment to the Bank of the said sum of and interest thereon from the date hereof at the rate of _____ DOLLARS per centum per annum this security shall at the request and cost of the be vacated by a receipt pursuant to the said Ordinance and the regulations made thereunder or otherwise as the _____ shall direct.

4. The _____ hereby further _____ with the Bank during the continuance of this security as follows:

- (a) That _____ will keep all messuages and buildings now or for the time being comprised in or subject to this security in good and substantial repair and condition and insured against loss or damage by fire _____ in some Insurance Company of repute to be approved of in writing from time to time by the Bank in the name of the Bank and will duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance immediately on the same becoming due and will on demand produce to the Bank the Policy or Policies of such Insurance and the receipt for every such payment and that if the _____ shall make default at any time in keeping the same premises or any part thereof in good and substantial repair and condition or in effecting or keeping up such Insurance as aforesaid or in producing any such Policy or receipt to the Bank on demand it shall be lawful for but not imperative on the Bank to repair and keep in repair the said premises or any part thereof (with power to enter into and upon the said hereditaments for that purpose) or to insure and keep insured the same to the amount aforesaid and that all moneys expended by the Bank for either of such purposes and all costs and expenses incurred by the Bank in connection therewith shall be deemed to be properly paid by the Bank.
- (b) That _____ will duly and punctually pay and discharge and indemnify the Bank against all rates taxes duties charges assessments impositions and outgoings whatsoever which shall be assessed charged or imposed upon payable in respect of the said hereditaments or any part thereof by the _____ or the Bank or a receiver in respect thereof and that if the _____ shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Bank on demand the Bank may pay the same and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.
- (c) That _____ will maintain and upkeep the cultivation of the said hereditaments including the livestock hereby mortgaged in a good and husbandlike manner and pay off and satisfy all contractors upon the said hereditaments for all work done by them thereon as and when their contract shall expire and be fit to be taken over.
- (d) That _____ will permit the Bank and its agents and servants all reasonable times to enter into and upon the said hereditaments or any part thereof and to view examine and inspect the state and condition thereof and also all papers vouchers books and other documents whatsoever used in connection with the working of the said hereditaments.
- (e) That _____ will not cut or permit to be cut any cedar cyp mahogany or other valuable timber growing on the said hereditaments without the consent in writing of the Bank for that purpose first had and obtained.
- (f) That _____ will not rent the said hereditaments or any part thereof or make any arrangements for the working of the said hereditaments or any part thereof by contract or otherwise without the consent in writing of the Bank for that purpose first had and obtained.
- (g) That _____ will comply with the provisions of the said Act or any law amending or replacing the same for the time being in force and with all regulations made thereunder.

5. PROVIDED ALWAYS and it is hereby agreed and declared as follows:

- (a) If the _____ shall pay to the Bank the said sum of _____ with interest thereon at the rate aforesaid by the instalments (of principal and interest combined) on the half-yearly days hereinbefore fixed for payment of interest and in the manner provided in the Second Schedule hereto or shall pay the same within thirty days next after the day so appointed for payment

thereof (interest being also paid on the principal money for the time being owing for so much if any of such thirty days as may have expired) and if there shall not have been any breach of any obligations statutory or otherwise binding on the or of any of the covenants whether expressed or implied herein contained and on the part of the to be observed and performed (other than and besides the covenant for payment of the principal money and interest hereby secured) then and in such case the Bank shall accept payment of the said sum of

and the interest thereon by the instalments and in manner aforesaid and will not require payment of such principal money otherwise than by such instalments.

- (b) Notwithstanding the provision for payment of the principal money hereby secured by instalments but without prejudice to the same provision such principal money shall be deemed to be due within the meaning of the Conveyancing and Law of Property Ordinance and for all purposes of that Ordinance on the now next ensuing.
- (c) That upon any sale under the Statutory Power in that behalf a purchaser shall not either before or after conveyance be concerned to see or inquire whether any default has been made in payment of any such instalment or be affected by any notice that no such default has occurred or that the sale is otherwise unnecessary or improper.
- (d) That the shall be at liberty at all time or times to pay off all or any part of the principal money for the time being owing on this security provided that upon such payment the interest on the whole principal money for the time being owing computed to the end of the current month be fully paid and that interest shall thereafter be payable by the on so much only of the said principal money as remains unpaid after such payment and that such partial payment by anticipation shall not interfere with the payment of principal and interest subsequently payable pursuant to the provision in that behalf hereinbefore contained but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this security.

6. PROVIDED ALWAYS and it is hereby expressly declared as follows:

- (a) The Statutory Power of leasing and accepting surrenders of leases shall not be exercisable by the nor shall the sell or otherwise dispose of the said hereditaments or any part thereof without the previous consent in writing of the Bank.
- (b) The provisions of the said Act or any law amending or replacing the same for the time being in force and all regulations made thereunder so far as capable of applying to this security shall apply hereto as if herein inserted.
- (c) All costs charges and expenses properly incurred hereunder by the Bank and all moneys properly paid by the Bank shall together with interest thereon at the rate hereinafter mentioned be charged on the property for the time being subject to this security and shall on the same being paid be repaid on demand to the Bank by the with interest thereon from the date of such payment at the rate of DOLLARS per centum per annum PROVIDED that the Charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may or but for the said Charge would have for the moneys hereby secured or any part thereof.
- (d) The Statutory Power of Sale shall be exercisable by the Bank without notice in any of the following events:—
 - (i) If the to observe any of obligations hereunder; and
 - (ii)

IN WITNESS WHEREOF

The day and year first hereinabove written and the Seal of the Bank was hereunto affixed the day of One Thousand Nine Hundred and

SCHEDULE

Form No. 5

TRINIDAD AND TOBAGO

REAL PROPERTY ORDINANCE, CH. 27. No. 11

AND

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Memorandum of Mortgage

Prepared by me,

(Conveyancer)

WHEREAS

in the Island of Trinidad, (hereinafter called "the ") registered as the proprietor of an estate in fee simple subject however to such mortgages and encumbrances as are notified by memorial under-written or endorsed hereon of ALL piece or parcel of land described in the Schedule hereto.

NOW THEREFORE in pursuance of the several matters and things and for the consideration expressed in a certain Deed of Mortgage bearing even date with this Instrument registered as Number of 19 and made between the of the One Part and THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter called "the Bank") of the Other Part and for better securing to the Bank the repayment in manner provided by the said Deed of Mortgage of the principal sum and interest moneys thereby secured, the hereby mortgage to the Bank all estate and interest of and in the said piece or parcel of land described in the schedule hereto together with all the agricultural live dead and rolling stock thereon:

IT IS HEREBY AGREED AND DECLARED by and between the and the Bank that all the covenants conditions and provisions powers power of sale rights and remedies both expressed and implied which are contained in or conferred by the said Deed of Mortgage shall be deemed to be incorporated in this Instrument and shall extend and apply to the said piece or parcel of land described in the Schedule hereto in the same manner and in all respects as if all the said covenants conditions provisions powers power of sale rights and remedies had been specifically set out in this Instrument and made applicable to the said piece or parcel of land.

IN WITNESS WHEREOF the hereunto signed name the day of One Thousand Nine Hundred and and the Seal of the Bank was hereunto affixed the day of One Thousand Nine Hundred and

SCHEDULE

Form No. 6

TRINIDAD AND TOBAGO

REAL PROPERTY ORDINANCE, CH. 27. No. 11

AND

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Memorandum of Mortgage

Prepared by me,

(Conveyancer)

WHEREAS,

in the Island of Trinidad,

(hereinafter referred to as "the

registered as the proprietor of an estate in fee simple subject however to such mortgages and encumbrances as are notified by memorial underwritten or endorsed hereon of ALL piece or parcel of land described in the First Schedule hereto (hereinafter referred to as "the said hereditaments")

AND WHEREAS the Borrower has applied to THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter referred to as "the Bank") for a loan of under the provisions of section of the Agricultural Development Bank Act, No. 3 of 1968 (hereinafter referred to as "the said Act") to be applied towards:—

which loan the Bank has agreed to make upon the terms and conditions hereinafter appearing.

AND WHEREAS it was further agreed that the said loan of shall be paid by the Bank to the by instalments in manner hereinafter appearing.

NOW THEREFORE :

1. In consideration of the sum of to be paid by the Bank to the in manner hereinafter appearing the hereby covenant with the Bank to pay to the Bank on the day of now next ensuing such portion of the said sum of

as shall then have been advanced to the with interest thereon at the rate of dollars per centum per annum and also so long as any principal money remains due under these presents after the day of now next ensuing to pay to the Bank Interest thereon at the rate aforesaid by equal half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year and also on such one of the half-yearly days hereinabove appointed for the payment of interest as shall happen next after all instalments payable on account of the said principal sum of

have been advanced to the to repay such advance to the Bank with interest thereon at the rate aforesaid computed in respect of each instalment from the date of its advance to the

2. And for better securing to the Bank the repayment of the said principal sum of
and interest hereby secured the
hereby mortgage to the Bank all estate and interest in the said
hereditaments together with all the agricultural live dead and rolling stock thereon.

3. The said loan of shall be paid by the Bank to the
by instalments as and when required by the
upon the production of detailed abstracts of paylists to account for the monies advanced;
provided however that if at any time prior to the payment of any instalment to the
by the Bank any event shall arise whereby the Bank may exercise its
power of sale the Bank may decline to pay the same and may exercise any or all the powers
available to mortgagees for enforcing payment of their securities.

4. The hereby further covenant with the Bank during
the continuance of this security as follows:—

(Insert covenants by the Borrower and provisos as are set out in Clauses 3 and 4 of
Form 10)

Form 7

TRINIDAD AND TOBAGO

REAL PROPERTY ORDINANCE, CH. 27. No. 11

AND

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Memorandum of Mortgage

Prepared by me,

WHEREAS,

in the Island of Trinidad,

(hereinafter referred to as “

”) registered as the proprietor of an estate in fee simple subject however to such mortgages and encumbrances as are notified by memorial underwritten or endorsed hereon of ALL piece or parcel of land described in the Schedule hereto (hereinafter referred to as “the said hereditaments”);

AND WHEREAS the applied to THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter referred to as “The Bank”)

for a Loan of under the provisions of Section of The Agricultural Development Bank Act, No. 3 of 1968 (hereinafter referred to as “The said Act”) to be applied towards:—

AND WHEREAS it was further agreed that the sum of should be lent to the on the execution of these presents and that the sum of should be lent to the in the manner and subject to the conditions hereinafter appearing,

NOW THEREFORE:—

1. In pursuance of the said Agreement and in consideration of the sum of now paid by the Bank to the (the receipt of which sum is hereby acknowledged) and of the agreement of the Bank for the further loan to the, of the sum of by instalments the hereby covenant with the Bank to pay to the Bank on the day of now next ensuing the said sum of with interest thereon in the meantime at the rate of DOLLARS per centum per annum by equal half-yearly payments on the thirtieth day of June and the Thirty-first day of December in each and every year AND ALSO on such one of the Half-yearly days hereinabove appointed for the payment of interest as shall happen next after all instalments payable on account of the said further advance of shall have been advanced to the to repay such further advance with interest at the rate aforesaid computed in respect of such instalment from the date of its advance to the

2. AND FOR BETTER SECURING to the Bank the repayment of the said principal sum of _____ and interest hereby secured the hereby mortgage to the Bank all _____ estate and interest of and in the said hereditaments together with all the agricultural live dead and rolling stock thereon,

3. The further loan of _____ shall be made by the Bank to the _____ by instalments as and when required on production of paylists and receipts to account for the moneys advanced PROVIDED that if at any time prior to the payment of the said sum of _____ any event shall arise whereby the Bank may exercise its power of sale the Bank may decline to pay the same and may exercise any or all the powers available to mortgagees for enforcing payment of their securities.

4. The _____ hereby further covenant with the Bank during the continuance of this security as follows:—

(Insert covenants by the Borrower and provisos as are set out in Clauses 3 and 4 of Form 10)

Form No. 8

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Prepared by me,

THIS DEED is made the _____ day of _____ in the Year of
 Our Lord One Thousand Nine Hundred and _____ under the provisions of
 The Agricultural Development Bank Act, No. 3 of 1968 (hereinafter referred to as
 "the said Act") Between
 in the Island of Trinidad, _____ (hereinafter called "the
 _____") of the One Part and THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD
 AND TOBAGO (hereinafter called "the Bank" which expression where the context so requires
 or admits shall include the persons deriving title under the Bank) of the Other Part:

WHEREAS the _____ seised in unencumbered fee simple in pos-
 session of the hereditaments and lands described in the Schedule hereto (hereinafter
 referred to as "the said hereditaments");

AND WHEREAS the _____ applied to the Bank for a loan of
 _____ under the provisions of section _____ of the said Act to be applied towards:—

which loan the Bank has agreed to make on having the repayment thereof with interest
 thereon secured in manner hereinafter appearing:

AND WHEREAS it was further agreed that the sum of _____
 should be lent to the _____ on the execution of these presents and
 that the further sum of _____ should be lent to the _____
 in the manner and subject to the conditions hereinafter
 appearing.

NOW THIS DEED WITNESSETH as follows:—

1. In pursuance of the said agreement and in consideration of the sum of
 _____ now paid by the Bank to the _____ (the receipt of which sum is
 hereby acknowledged) and of the agreement of the Bank for the further loan to the
 _____ of the sum of _____ by
 instalments the _____ hereby covenant with the Bank to pay
 to the Bank on the day of _____ now next ensuing the said sum of
 _____ with interest thereon in the meantime at the rate of _____ DOLLARS per centum
 per annum by equal half-yearly payments on the thirtieth day of June and the thirty-first
 day of December in each and every year AND ALSO on such one of the half-yearly days
 hereinabove appointed for the payment of interest as shall happen next after all instal-
 ments payable on account of the said further advance of _____
 have been advanced to the _____ to repay such further advance
 with interest at the rate aforesaid computed in respect of each instalment from the date
 of its advance to the _____

2. In further pursuance of the said agreement and for the consideration aforesaid the _____ as Beneficial Owner hereby convey unto the Bank ALL AND SINGULAR the said hereditaments together with all the agricultural live dead and rolling stock thereon TO HOLD the same unto and to the use of the Bank in fee simple subject to the proviso for redemption hereinafter contained.

3. The further loan of _____ shall be made by the Bank to the _____ by instalments as and when required on production of certified abstracts of paylists and/or receipts to account for the moneys advanced: Provided that if at any time prior to the payment of the said sum of _____ any event shall arise whereby the Bank may exercise its power of sale the Bank may decline to pay the same and may exercise any or all the powers available to mortgagees for enforcing payment of their securities.

4. Provided that on payment to the Bank of all principal moneys hereby secured with interest thereon from the date hereof at the rate of _____ DOLLARS per centum per annum this security shall at the request and cost of the _____ be vacated by a receipt pursuant to the said Act and the regulations made thereunder or otherwise redeemed as the _____ shall direct.

5. The _____ hereby further _____ covenant with the Bank during the continuance of this security as follows:

(Insert covenants by the Borrower and provisos as are set out in Clauses 4, 5 and 6 of Form III.)

Form 9

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Prepared by me,

THIS DEED is made the _____ day of _____ in the Year of Our Lord One Thousand Nine Hundred and _____ under the provisions of the Agricultural Development Bank Act, No. 3 of 1968 (hereinafter referred to as "the said Act") Between _____ in the Island of Trinidad, _____ (hereinafter called "the _____") of the One Part and THE AGRICULTURAL DEVELOPMENT BANK OF TRINIDAD AND TOBAGO (hereinafter called "the Bank" which expression where the context so requires or admits shall include the persons deriving title under the Bank) of the Other Part:

WHEREAS the _____ seised in unencumbered fee simple in possession of the hereditaments and lands described in the Schedule hereto (hereinafter referred to as "the said hereditaments"):

AND WHEREAS the _____ applies to the Bank for a loan of _____ under the provisions of Section _____ of the said Act to be applied towards:—

which loan the Bank has agreed to make on having the repayment thereof with interest thereon secured in manner hereinafter appearing.

AND WHEREAS it was further agreed that the said loan of _____ shall be paid by the Bank to the _____ by instalments in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:—

1. In pursuance of the said agreement and in consideration of the sum of _____ to be paid by the Bank to the _____ in manner hereinafter appearing the _____ hereby covenant with the Bank to pay to the Bank on the _____ day of _____ now next ensuing such portion of the said sum of _____ as shall then have been advanced by the Bank to the _____ with interest thereon at the rate of _____ DOLLARS per centum per annum and also on such one of the days hereinafter appointed for payment of interest as shall happen next after any additional portion of the said sum of _____ shall be made by the Bank to the _____ to repay such additional sum with interest at the rate aforesaid AND further that if any principal money shall remain unpaid after the day or days hereinbefore stipulated for payment thereof the _____ will thereafter pay to the Bank interest at the rate aforesaid on such principal money or on so much thereof as shall from time to time remain unpaid by equal half-yearly payments on the thirtieth day of June and the thirty-first day of December in every year.

2. In further pursuance of the said Agreement and for the consideration aforesaid the _____ as Beneficial Owner hereby convey unto the Bank ALL AND SINGULAR the said hereditaments together with all the agricultural live dead and rolling stock thereon TO HOLD the same unto and to the use of the Bank in fee simple subject to the proviso for redemption hereinafter contained.

3. PROVIDED that if the _____ shall repay to the Bank all principal moneys and interest on the day or days and at the rate hereinbefore stipulated then and in such case this security shall at the request and cost of the _____ be vacated by a receipt pursuant to the said Act and the regulations made thereunder or otherwise as the _____ shall direct.

4. The said loan of _____ shall be paid by the Bank to the _____ by instalments as and when required by the _____ upon the production of detailed abstracts of expenditure together with receipted bills and paylists to account for the moneys advanced: Provided however that if at any time prior to the payment of any instalment to the _____ by the Bank any event shall arise whereby the Bank may exercise its power of sale the Bank may decline to pay the same and may exercise any or all of the powers available to mortgagees for enforcing payment of their securities.

5. The _____ hereby further covenant with the Bank during the continuance of this security as follows:—

(Insert covenants by the Borrower and provisos as are set out in Clauses 4, 5 and 6 of Form III.)

Form No. 10

TRINIDAD AND TOBAGO

REAL PROPERTY ORDINANCE, CH. 27. No. 11

AND

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Memorandum of Mortgage

Prepared by me,

WHEREAS

in the Island of Trinidad, (hereinafter referred to as "the
 ") registered as the proprietor of an estate in fee simple subject
 however to such mortgages and encumbrances as are notified by memorial underwritten
 or endorsed hereon of all piece or parcel of land described in the
 Schedule hereto (hereinafter referred to as "the said hereditaments")

AND WHEREAS the applied to the AGRICULTURAL DEVELOP-
 MENT BANK OF TRINIDAD AND TOBAGO (hereinafter referred to as "the Bank") for a loan
 of
 under the provisions of Section of the Agricultural Development Bank Act, No. 3
 of 1968 (hereinafter referred to as "the said Act") to be applied towards

which loan the Bank has agreed to make upon terms and conditions hereinafter appearing:

NOW THEREFORE:—

1. In consideration of the sum of
 now paid by the Bank to the (the receipt of which is hereby
 acknowledged) the hereby with the Bank to pay to
 the Bank on the now next ensuing the said sum of
 with interest thereon from the date thereof at the rate of
 dollars per centum per annum and also so long as any principal money remains due under
 these presents after the now next ensuing to pay to the Bank interest
 thereon at the rate aforesaid by equal half-yearly payments on the thirtieth day of June
 and thirty-first day of December in every year.

2. AND FOR BETTER SECURING to the Bank the repayment of the said principal sum
 of and interest hereby secured
 hereby mortgage to the Bank all estate and interest in the said hereditaments
 together with all agricultural live and dead rolling stock thereon.

3. The _____ hereby further _____ with the Bank during the continuance of this security as follows:—

- (a) That _____ will keep all messuages and buildings now or for the time being comprised in or subject to this security in good and substantial repair and condition and insured against loss or damage by fire

in some Insurance Company of repute to be approved of in writing from time to time by the Bank in the name of the Bank and will duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such Insurance immediately on the same becoming due and will on demand produce to the Bank the Policy or Policies of such Insurance and the receipt for every

such payment and that if the _____ shall make default at any time in keeping the same premises or any part thereof in good and substantial repair and condition or in effecting or keeping up such Insurance as aforesaid or in producing any such Policy or Receipt to the Bank on demand it shall be lawful for but not imperative on the Bank to repair and keep in repair the said premises or any part thereof (with power to enter into and upon the said hereditaments for that purpose) or to insure and keep insured the same to the amount aforesaid and that all moneys expended by the Bank for either of such purposes and all costs and expenses incurred by the Bank in connection therewith shall be deemed to be properly paid by the Bank.

- (b) That _____ will duly and punctually pay and discharge and indemnify the Bank against all rates taxes duties charges assessments impositions and outgoings whatsoever which shall be assessed charged or imposed upon or payable in respect of the said hereditaments or any part thereof by the

or the Bank or a receiver in respect thereof and that if

shall at any time refuse or neglect to make such payments or to deliver the receipt therefor to the Bank on demand the Bank may pay the same and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank.

- (c) That _____ will maintain and upkeep the cultivation of the said hereditaments including the livestock hereby mortgaged in a good and husbandlike manner and pay off and satisfy all contractors upon the said hereditaments for all work done by them thereon as and when their contract shall expire and be fit to be taken over.

- (d) That _____ will permit the Bank and its agents and servants at all reasonable times to enter into and upon the said hereditaments or any part thereof and to view examine and inspect the state and condition thereof and also all papers vouchers books and other documents whatsoever used in connection with the working of the said hereditaments.

- (e) That _____ will not cut or permit to be cut any cedar cyp mahogany or other valuable timber growing on the said hereditaments without any consent in writing of the Bank for that purpose first had and obtained.

- (f) That _____ will not rent the said hereditaments or any part thereof or make any arrangements for the working of the said hereditaments or any part thereof by contract or otherwise without the consent in writing of the Bank for that purpose first had and obtained.

- (g) That _____ will comply with the provisions of the said Act or any law amending or replacing the same for the time being in force and with all regulations made thereunder.

4. PROVIDED ALWAYS and it is hereby agreed and declared as follows

- (a) If the _____ shall pay to the Bank the said sum of _____

with interest thereon at the rate aforesaid by the instalments (of _____ principal and interest combined) on the half-yearly days hereinbefore fixed for payment of interest and in the manner provided in the Second Schedule hereto or shall pay the same within thirty days next after the day so appointed for payment thereof (interest being also paid

on the principal money for the time being owing for so much if any of such Thirty Days as may have expired) and if there shall not have been any breach of any obligations statutory or otherwise binding on the or of any of the covenants whether expressed or implied herein contained and on part to be observed and performed (other than and besides the covenant for payment of the principal money and interest hereby secured) then and in such case the Bank shall accept payment of the sum of and interest thereon by the instalments and in manner aforesaid and will not require payment of such principal money otherwise than by such instalments.

- (b) Notwithstanding the provision for the payment of the principal money hereby secured by instalments but without prejudice to the same provision such principal money shall be deemed to be due within the meaning of the Conveyancing and Law of Property Ordinance and for all purposes of that Ordinance on the now next ensuing.
- (c) That upon any sale under the statutory power in that behalf a purchaser shall not either before or after conveyance be concerned too see or inquire whether any default has been made in payment of any such instalment or be affected by an notice that no such default has occurred or that the sale is otherwise unnecessary or improper.
- (d) That the may at any time or times pay off all or any part of the principal money for the time being owing provided that upon such payment the interest on the whole principal money for the time being owing computed to the end of the current month be fully paid and that such partial payment by anticipation shall not interfere with the payment of principal and interest subsequent payable pursuant to the provision in that behalf hereinbefore contained but shall only have the effect of accelerating the ultimate payment of the moneys remaining owing on this security.
- (e) The Statutory Power of leasing and accepting surrenders of leases shall not be exercisable by the nor shall the sell or otherwise dispose of the said hereditaments or any part thereof without the previous consent in writing of the Bank.
- (f) The provisions of the said Act or any law amending or replacing the same for the time being in force and all regulations made thereunder so far as capable of applying to this security shall apply hereto as if herein inserted.
- (g) All costs charges and expenses properly incurred hereunder by the Bank and all moneys properly paid by the Bank shall together with interest thereon at the rate hereinafter mentioned be charged on the property for the time being subject to this security and shall on the same being paid be repaid on demand to the Bank by the with interest thereon from the date of such payment at the rate of dollars per centum per annum PROVIDED that the Charge hereby conferred shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may or but for the said Charge would have for the moneys hereby secured or any part thereof.
- (h) The Statutory Power of Sale shall be exercisable by the Bank without notice in any of the following events:—

- (i) If the to observe any of obligations hereunder; and
- (ii)

IN WITNESS WHEREOF the the
day of One thousand nine hundred and
and the Seal of the Bank was hereto affixed the day of
One thousand nine hundred and

FIRST SCHEDULE

Form No. 11

Memorandum of Discharge under Section 40 (2)

IN THE MATTER OF THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

AND

IN THE MATTER OF A MEMORANDUM OF MORTGAGE No. dated the day of 19 , and made by in favour of the Agricultural Development Bank of Trinidad and Tobago Vol. Fol. The Agricultural Development Bank of Trinidad and Tobago hereby acknowledges to have received all money intended to be secured by the above-mentioned Memorandum of Mortgage.

In Witness whereof the Seal of the said Bank is hereto affixed this day of 19 , by Order of the Board of Directors in the presence of

Chairman

Form No. 12

Certificate of Satisfaction of Mortgage under Section 40

IN THE MATTER OF THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

AND

IN THE MATTER OF A DEED OF MORTGAGE registered as No. of 19 , and made between and the Agricultural Development Bank of Trinidad and Tobago.

In pursuance of section 40 of the Agricultural Development Bank Act, 1968, I hereby certify that the above-mentioned mortgage is satisfied.

In witness whereof I have hereunto set my hand and affixed my Seal of Office this day of 19 .

Registrar General

Form No. 13

TRINIDAD AND TOBAGO

AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Notification of Charge Against Lands in respect of which a loan is made under the Act

To:

TAKE NOTICE that the Agricultural Development Bank, is the holder of a Charge/s under the Agricultural Development Bank Act, 1968, dated the day of 19 , registered at the Office of the Registrar General as and made by of

(Name of Borrower)

in favour of the Bank in respect of any of the crops, buildings, livestock, farm supplies, agricultural vehicles, machinery and plant, Life Insurance (and other matter or thing chargeable pursuant to section 37 (1) of the "Agricultural Development Bank Act, 1968" or given as security for any loan granted under section 45 of the Act).

I am therefore to require that you do not pay to or any other person any sums in respect of the above-mentioned property until the claim of the Bank as holder of the above-mentioned charge/s shall have first been fully paid off and satisfied.

Form No. 14

Vacation Receipt under Section 40

AND

IN THE MATTER OF THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

AND

IN THE MATTER OF A DEED OF MORTGAGE REGISTERED AS No. _____ of 19 _____, and made Between _____ and the Agricultural Development Bank of Trinidad and Tobago. The Agricultural Development Bank of Trinidad and Tobago hereby acknowledges to have received all money intended to be secured by the above-mentioned Deed of Mortgage.

In witness whereof the Seal of the said Bank is hereto affixed this
day of _____ 19 _____, by order of the Board of Directors in the presence of

Chairman

Form No. 15

Vacation Receipt prescribed under Section 49

IN THE MATTER OF THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

AND

IN THE MATTER OF AN INSTRUMENT OF CHARGE REGISTERED AS No. _____ of 19 _____, and made between _____ and the Agricultural Development Bank of Trinidad and Tobago. The Agricultural Development Bank of Trinidad and Tobago duly acknowledges to have received all money intended to be secured by the above-mentioned Instrument of Charge. In witness whereof the Seal of the said Bank is hereto affixed this _____ day of _____ 19 _____, by order of the Board of Directors in the presence of

Chairman

Form No. 16

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Instrument in Writing

(Section 36)

Number of Application.....

1. Name of Borrower.....

Address

2. Borrower's Crop.....

(Give short particulars of above)

3. Agricultural Stock.....

(Give short particulars of above)

4. Encumbrances

(Give particulars of above, if any)

5. Amount of \$ advanced to borrower for a period of months as from the day of , 19 , and secured by this instrument.

6. The within Instrument amounts to an irrevocable undertaking to deposit with the Bank the required proceeds of Sale of the Security for the said loan (or in the case of an Agricultural Co-operative Society for its members to deposit such proceeds of Sale with the Society) pursuant to Section 36 (2) of the Act.

(Delete where not required)

Dated: Signed by..... Borrower

Approved

.....

Form No. 17

TRINIDAD AND TOBAGO

THE AGRICULTURAL DEVELOPMENT BANK ACT, 1968

Instrument of Charge

Prepared by me,

A. I
 of
 (hereinafter called the "Borrower") being the owner of the property described in the
 Schedule hereto do hereby charge all the said property with the Repayment
 to the Agricultural Development Bank of Trinidad and Tobago (hereinafter referred to
 as the "Bank") the sum of Dollars advanced by the Bank to me on the
 execution hereof (the receipt whereof I hereby acknowledge) with interest thereon at the
 rate of per centum per annum by instalments of principal and interest combined
 at the rate of Dollars in respect of every hundred dollars (in the manner
 provided in the Schedule hereto) the first of which payment shall be made
 on the day of

B. AND WHEREAS, I of
 at the request of the Borrower and the Bank have agreed to join in these presents as Surety
 and to become jointly liable with the Borrower for repayment of the said principal sum
 and interest thereon in the manner herein mentioned (where Surety is required).

C. Provided that if during the continuance of this security and as long as any money
 remains due under these presents default is made in payment of any instalment of principal
 and interest or any part thereof or if the Borrower shall commit any act of bankruptcy
 or make any assignment for the benefit of his creditor or if he shall die or if any event shall
 arise whereby the Bank may sell the said property in the Schedules hereto contained or
 any part thereof the whole of the Principal money then outstanding shall become im-
 mediately due and payable with interest thereon at the rate aforesaid. Now these presents
 witness that in consideration of the said loan made to the Borrower as aforesaid the Borrower
 and Surety do hereby covenant as follows:

1. To pay to the Bank the principal sum together with interest thereon on

19

2. To keep all the property comprised in and subject to this security insured in
 the manner following, that is to say:—

the property in the Schedule hereto against loss or
 damage by fire in the sum of at least
 dollars with some insurance company approved by the Bank and to
 assign and deliver the policies of such insurance to the Bank and to
 pay all premiums payable under the said policies and from time to
 time to produce to the Bank the receipt for each such payment and
 on failure to perform any of the said obligations respecting the said
 insurances it shall be lawful for but not imperative upon the Bank
 to pay such premiums or any of these and in such event all payments
 made for any such purpose shall be repaid to the Bank and interest
 shall be paid at the same rate as is payable on the loan from the
 date of demand until repayment; and all moneys not repaid on demand
 together with interest thereon as aforesaid shall be charged on the
 said property.

3. During the continuance of this Charge to pay and discharge all rents, rates,
 taxes, duties, charges, assessments, impositions and outgoings whatsoever
 which shall be assessed, charged, imposed upon or payable in respect of the
 security covered by this Charge; and on refusal or neglect to make such payment
 or to produce the receipt therefor for the inspection of the Bank on demand
 the Bank may pay the same and all payments made for any such purpose
 shall on demand be repaid at the rate of per centum per annum
 from the date of payment by the Bank until repayment and all moneys not re-
 paid on demand together with interest thereon as aforesaid shall be charged
 on the property the subject of the security hereunder.

4. As long as any money remains due under these presents to keep all the property mentioned as described in Schedules hereto in good and substantial repair to the satisfaction of the Bank and to permit the Bank's agents and servants at all reasonable times during the day to enter into and upon the same for the purpose of inspection, determination of the Borrower's progress and providing such counsel and directions as may be necessary and on failure or neglect to repair after due notice in writing thereof has been given the Bank may pay all the expenses incurred in effecting any necessary repairs and will pay interest at the rate of _____ per centum per annum from the date of the demand by the Bank until repayment, and all such expenses and interest until repayment shall be charged on the said property.
5. As long as any money remains due under these presents not to exercise any powers of leasing or letting selling or otherwise disposing of the property or any part thereof mentioned in Schedules hereto except with the consent in writing of the Bank for that purpose first had and obtained.
6. To assign and deliver up to the Bank the policy or policies of Life Assurance required (if any) together with particulars of the description thereof as are contained in the Schedule hereto together with all moneys assured by or to become payable under or by virtue thereof absolutely subject to the payment of all future premiums thereon and not to omit or knowingly suffer anything whereby the said policy or policies now valid and in force may become void or voidable or whereby the Bank be prevented from receiving the moneys hereby assured.
7. During the continuance of this security to maintain and upkeep the cultivation of the lands hereby mortgaged in a good and husbandlike manner to prevent erosion, to keep in good order and condition all tenancies, ditches, fences, farm buildings on the lands upon which crops comprised in the security given are grown or to be grown.

D. And it is hereby agreed and declared that although as between the Surety and the Borrower The Surety is only the Surety for the Borrower as between the Surety and the Bank the Surety shall be considered as the principal debtor for the principal money and interest hereby secured so that the Surety shall not be released by time being given to the Borrower or his assigns or by any other variation in the provisions of these presents or by any other act omission matter or thing whatsoever whereby the Surety only would have been so released (where Surety is required).

E. And it is further agreed and declared pursuant to the Agricultural Development Bank Act, 1968 that breach in observance or performance of any of the Covenants or provisions expressly or impliedly contained herein or in the Act the Rules or the Regulations made thereunder is deemed to authorise seizure by the Bank and confers on it the Rights, Powers and Authorities contained in the Act including the right to take possession of the property described herein and to sell by Public Auction (or by Private Treaty) In the Manner therein prescribed without prejudice to the obligations thereby imposed.

IN WITNESS WHEREOF the Borrower has
 hereunto signed his name the _____ day of
 ONE THOUSAND NINE HUNDRED AND
 and the Seal of the Bank was hereto affixed the
 _____ day of
 ONE THOUSAND NINE HUNDRED AND

SCHEDULE I

Crops of Horticultural Produce

Nature and acreage of crop and/or produce.....

 Location of holding upon which growing or to be grown.....

 If lands under contract/occupied on a share basis/rented/leased.....

 (*Give particulars*)

SCHEDULE II

Buildings

All that.....measuring.....and
 containing.....rooms built of.....
 erected/standing on my own/rented/leased lands, situate at.....
 in the Ward of.....in the County of.....
 If rented or leased, state from whom.....

SCHEDULE III

Livestock (including Poultry)

Number of Animals	Description of Animals	Brand or Distinctive Mark	Holding upon which Depasturing or kept
.....
.....
.....
.....

SCHEDULE IV

Agricultural Vehicles and Machinery

.....
 (*Give particulars and identification marks or numbers*)

SCHEDULE V

Agricultural Plant

.....
(Give particulars and Location)
.....
.....
.....

SCHEDULE VI

Farm Supplies (Seeds and Manures)

.....
(Give particulars)
.....
.....
.....

SCHEDULE VII

Life Insurance

.....
(Give particulars)
.....
.....

SCHEDULE VIII

Any other matter or thing chargeable pursuant to section 37 (1) of the Agricultural Development Bank Act, 1968, or given as security for any loan granted under section 45 of the Act.

.....
(Give particulars)
.....
.....
.....

SCHEDULE IX

Amortization Plan

.....
(Give particulars)
.....
.....
.....

(Delete whatever is inapplicable).

SECOND SCHEDULE

Scale of Legal Charges

For the first investigation of a title to property by the Bank and preparing and completing mortgage, or instrument of charge exclusive of disbursements, on a loan:

<i>Exceeding</i>	<i>Not Exceeding</i>	<i>Charge</i>
\$	\$	\$
—	1,000	7.50
1,000	2,500	10.00
2,500	5,000	15.00
5,000	7,500	25.00
7,500	12,000	35.00
12,000	20,000	40.00
20,000	—	50.00

For the first investigation of a title by the Bank to property held under the Real Property Ordinance and preparing and completing mortgage, or charge, exclusive of disbursements, on a loan:

<i>Exceeding</i>	<i>Not Exceeding</i>	<i>Charge</i>
\$	\$	\$
—	2,500	2.50
2,500	5,000	10.00
5,000	10,000	15.00
10,000	—	20.00

For every investigation of a title to property by the Bank after the first and preparing and completing mortgage, exclusive of disbursements on a loan:

<i>Exceeding</i>	<i>Not Exceeding</i>	<i>Charge</i>
\$	\$	\$
—	1,000	2.50
1,000	5,000	5.00
5,000	10,000	10.00
10,000	—	15.00

For the purpose of this Schedule where more than one property is comprised in the same mortgage the titles thereto shall be deemed one title.

Made this 11th day of February, 1969.

K. BOSWELL-INNISS
Acting Secretary to the Cabinet

Laid before the House of Representatives this 14th day of February, 1969.

GEO. R. LATOUR
Clerk of the House

Laid before the Senate this 28th day of February, 1969.

J. E. CARTER
Clerk of the Senate