

HONG KONG SHIP MORTGAGE**香港船舶抵押契約**

Entered into pursuant to section 44 of the Merchant Shipping (Registration) Ordinance
按商船(註冊)條例第44條訂立

BY THIS MORTGAGE the Mortgagor referred to in Part ONE Mortgages the Ship referred to in Part TWO to the Mortgagee referred to in Part THREE as security for the due and punctual performance of all the Mortgagor's obligations to the Mortgagee pursuant to the [document] [transaction] referred to in Part FOUR as such [document] [transaction] may from time to time hereafter be amended modified and supplemented.
憑此抵押契約，第一部所載的抵押人將第二部所載的船舶抵押給第三部所載的抵押權人，作為抵押人妥善並按期根據第四部所載的 [文件] [交易] 所指對抵押權人履行有義務的保證，而該 [文件] [交易] 日後得隨時修訂、修改、和增補。

By its execution of this mortgage the Mortgagor warrants to the Mortgagee that (a) it has power to enter into this mortgage (b) the said ship is free of encumbrances save for any shown in the Hong Kong Register of Ships at the time this mortgage is presented for recording and (c) this mortgage is binding on and enures for the benefit of the successors and assigns of the Mortgagor and Mortgagee. [The Mortgagor further warrants that the Mortgagee's representative has authority to insert the official number of the Ship upon such number being designated to the Ship.]

憑此抵押契約的簽立，抵押人向抵押權人保證 (a)抵押人有權訂立此抵押契約; (b)除在香港船舶註冊紀錄冊內另有顯示的產權負擔外，在本抵押契約遞交註冊時，本船舶並無任何產權負擔; 及 (c) 此抵押契約對抵押人及抵押權人的繼承人和受讓人具有約束力並對彼等的利益具有效力。[抵押人進一步保證，當本船舶取得註冊編號後，抵押權人的代表有權在本抵押契約內加入這個註冊編號。]

PART ONE

第一部

MORTGAGOR (Ship's owner)

抵押人(船東)

Name 名稱	Address [and place of incorporation] 地址[及成立地點]

PART TWO

第二部

SHORT DESCRIPTION OF MORTGAGED SHIP

抵押船舶的簡短資料

Official Number (see Note 2) 註冊編號(見註釋2)	Ship's Name 船舶名稱
and as more particularly described in the Register 以及在船舶註冊紀錄冊內更詳盡的記述	

PART THREE

第三部

MORTGAGEE (see Note 3)

抵押權人(見註釋3)

Name[s] 名稱	Address [and Place of incorporation] fax/telex 地址[及成立地點] 傳真/電傳
	Telex 電傳: Fax 傳真:

PART FOUR

第四部

Particulars of Document[s] or transaction[s], the obligations whereunder are secured by this mortgage (see note 4)

文件或交易的資料，其範圍以內的義務均由本抵押契約保證(見註釋4)。

Date and Nature of Transaction and Description of Document (if any) 交易的日期和性質及文件的資料(如有的話)	Parties 當事人

IN WITNESS whereof the Mortgagor has caused this mortgage to be executed on _____

抵押人謹於_____年_____月_____日簽立此抵押契約。

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NOTES

- [] complete/delete as appropriate.
[]請填上適當資料/將不適用者刪去。
- If this mortgage is executed before the Ship is registered on the Hong Kong Register of Ships, the mortgage will only take effect as a statutory mortgage upon such registration.
如果此抵押契約在本船舶於香港船舶註冊紀錄冊上註冊之前簽立，則本抵押契約須在註冊完成後方正式成為法定的抵押契約。
- If more than one mortgagee, insert all names, in which case all those named will be treated in the Hong Kong Register of Ships as joint mortgagees.
如果抵押權人多於一個，請加入所有名稱，而所有填報的抵押權人在香港船舶註冊紀錄冊內均被視為聯名抵押權人。
- "Transaction" contemplates transactions (e.g. overdraft facilities) not necessarily the subject of any specifically identifiable document.
"交易"是指任何業務而毋須是某特定可識別的文件所指的事務(如透支服務)。
- Prompt registration at the Hong Kong Registry of Ships is essential to the security of a mortgagee, as a mortgage takes its priority from the date of production for registry, not from the date of the instrument.
從速在香港船舶註冊處辦理註冊對抵押權人的保障至為重要，因為抵押的優先權取決於抵押契約遞交註冊的日期，而非取決於抵押文書簽立的日期。
- Registered owners or mortgagees are reminded of the importance of keeping the Registrar of Hong Kong Ships informed of any change of address on their part.
註冊船東或抵押權人務須緊記，地址如有任何更改，必須通知香港船舶註冊官。
- Registered owners and mortgagees are also reminded that a mortgage on a ship belonging to a company incorporated in Hong Kong or a company registered under the Companies Ordinance is void against the liquidator or any creditor of the company unless a notification of the mortgage is delivered to or received by the Registrar of Companies for registration within 5 weeks after the date of its creation.
註冊船東及抵押權人亦須緊記在香港成立的公司或按公司條例註冊的公司，其轄下船舶的抵押對清盤人或該公司的任何債權人均不會生效，除非該公司在抵押訂立後五星期內將一份關於該抵押的通知書送達公司註冊處處長登記。
- To facilitate entries into the Register, please provide information in English.
為方便以電腦整理資料，請用英文填寫。