

#### **16.4 Supply of information**

If the Mortgagee asks, the Mortgagor agrees to supply the Mortgagee with any information about or documents affecting:

- (a) the Land; or
- (b) this Mortgage.

#### **17. RIGHTS THE MORTGAGEE MAY EXERCISE AT ANY TIME**

##### **17.1 Authority to deal**

The Mortgagee may assign or otherwise deal with its rights under this Mortgage in any way it considers appropriate. If the Mortgagee does this, the Mortgagor may not claim against any assignee (or any other person who has an interest in this Mortgage) any right of set-off or other rights the Mortgagor has against the Mortgagee.

##### **17.2 Mortgagee may enter Land**

The Mortgagee may enter the Land to:

- (a) inspect its condition or any Works;
- (b) find out whether the Mortgagor is complying with this Mortgage;
- (c) carry out the Mortgagee's rights under this Mortgage; or
- (d) inspect and copy records relating to the Land.

The Mortgagor agrees to help the Mortgagee enter the Land, such as by obtaining any necessary consent.

##### **17.3 Reasonable notice of entry**

Unless there is an emergency, the Mortgagee agrees to give the Mortgagor reasonable notice before entering under sub-clause 17.2.

##### **17.4 Right to rectify**

The Mortgagee may do anything which the Mortgagor should have done under this Mortgage but which the Mortgagor either has not done, or in the Mortgagee's opinion, has not done properly. If the Mortgagee does so, the Mortgagor agrees to pay the Mortgagee's costs on demand.

##### **17.5 Mortgagee not mortgagee in possession**

The Mortgagee does not become a mortgagee in possession because it enters the Land under sub-clause 17.2 or exercises its rights under sub-clause 17.4.

##### **17.6 Payment of income to Mortgagee**

If the Mortgagee asks, the Mortgagor agrees to ensure that rent and other income from the Land is paid to the Mortgagee. If, despite this, they are paid to the Mortgagor, the Mortgagor agrees to pay them to the Mortgagee.