

Dealing Numbers

Duty Imprint



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Mortgagee's ACL (if any):

1. Interest being mortgaged (if share show fraction)	Lodger (Name, address & phone number)	Lodger Code
FEE SIMPLE	Cooper Grace Ward GPO Box 834 BRISBANE QLD 4001 Tel: (07) 3231 2447 Ref: MXC:DGT:10169892	131A

2. Lot on Plan Description	County	Parish	Title Reference
LOT 73 SP 202244			50672773

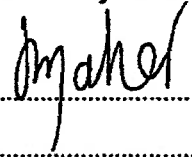
3. Mortgagor
EDNA DUBE

4. Mortgagee	Given names	Surname/Company name and Number	(include tenancy if more than one)
		WESTPAC BANKING CORPORATION ABN 33 007 457 141	


5. Description of debt or liability secured
The amount owing as defined in document no 713456017 filed in the Land Registry.

6. Covenant/Execution The Mortgagor covenants with the Mortgagee in terms of the standard terms document no 713456017 and charges the estate or interest described in item 1 with the repayment/payment to the Mortgagee of all sums of money referred to in item 5.

NOTE: Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994
Separate executions are required for each mortgagor and mortgagee. Signatories are to provide to the witness, evidence that they are the person entitled to sign the instrument (including proof of identity).

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..... 23/8/17 E. Dube.
EDNA DUBE
Witnessing Officer (signature, full name & qualification) Execution Date Mortgagor's Signature
LORKAINE ZAHER
Justice of the Peace NSW No. 132290

..... 

..... 31/8/17
DONALD GREGORY THORNE
KERRIE ANNE HUGHES
Witnessing Officer (signature, full name & qualification). Execution Date *Mortgagee's Solicitor's Signature
(Witnessing officer must be in accordance with Schedule 1 of the Land Title Act 1994 eg Legal Practitioner, JP, C Dec) *Note: A Solicitor is required to print full name if signing on behalf of the Mortgagee and no witness is required in this instance

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1. Key Words

The meaning of words printed *like this* and of some other common key words is explained in clause 4 of this Schedule, and in clause 36 of the Memorandum of Provisions referred to in clause 5 of this Schedule.

2. Consideration and Mortgage

- (a) You acknowledge giving this mortgage and incurring obligations and giving rights under this mortgage:
- (i) in consideration of us providing financial accommodation to Dube Investments Super Fund Pty Ltd ACN 134 734 as trustee for the Dube Investments Superannuation Fund (**borrower**); and
 - (ii) at the request and direction of the borrower under a limited recourse borrowing arrangement that complies with the *Superannuation Industry (Supervision) Act 1993 (Cth)*.
- (b) For the purpose of securing to us the payment of the *amount owing* you mortgage to us all your estate and interest described in this mortgage in the land described in this mortgage together with each structure, fixture or improvement on it or fixed to it subject to the encumbrances described in this mortgage. Your mortgage to us is by way of guarantee. Further you indemnify us and agree to keep us indemnified for the repayment of the *amount owing*.

3. Limited Recourse

- (a) Despite any other provision of this mortgage, we may not have recourse to you or your assets under or in connection with this mortgage, except with respect to the *amount owing*, we may have recourse to the property and its proceeds and the total amount available to us as a result of a realisation of the property (after payment of enforcement costs etc).
- (b) Subject to paragraph (c), nothing in paragraph (a) above limits us in:
- (i) exercising our rights or powers under this mortgage in relation to the property;
 - (ii) obtaining an injunction or other order to restrain any breach of this mortgage; or
 - (iii) obtaining declaratory relief.
- (c) In exercising any right, power or remedy under this mortgage, neither we nor any receiver, receiver and manager, agent or attorney appointed under this mortgage shall incur, or have the authority to incur, any liability on your behalf of or for your account except a liability which is itself subject to the limitation in paragraph (a).
- (d) For the purpose of determining the liability of any other guarantor or any security provider in relation to the *amount owing* the limit on your liability under this paragraph (a) will be disregarded.
- (e) We will not, in relation to any liability for which you are not liable under paragraph (a):
- (i) obtain a judgment for the payment of money or damages by you;
 - (ii) issue any demand under s459E(1) of the Corporations Act 2001 (or any analogous provision under any other law) against you;
 - (iii) apply for the winding up of you or your bankruptcy;
 - (iv) levy or enforce any distress or other execution to, on or against any of your assets other than the property;

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- (v) apply for the appointment by a court of a receiver to any of your assets other than the property; and
- (vi) exercise or seek to exercise any set-off or counterclaim against you, or
- (vii) take proceedings for any of the above and we waives our rights in respect of those applications and proceedings.

4. Agreements Covered by this Mortgage

Each of the following is *an agreement covered by this mortgage* for the purposes of this mortgage in addition to any other agreement covered by this mortgage:

- (a) any residential loan agreement between us and the borrower named in it for the financing or refinancing by us of all or part of the cost of acquisition of the property by you;
- (b) any SMSF deed of trust declarations entered into in connection with the residential loan agreement.

5. Memorandum of Provisions

You agree the provisions in memorandum number 713456017 filed and registered at the office of the Recorder of Titles are incorporated in this mortgage.

You acknowledge that you received a copy of the Memorandum of Provisions before signing this mortgage.

6. Schedule Prevails

This Schedule forms part of your mortgage. To the extent there are any inconsistencies between this Schedule and the Memorandum of Provisions, this Schedule will prevail.