

# CERTIFICATE OF TITLE

LAND TITLES ACT 1980



TASMANIA

## TORRENS TITLE

VOLUME		FOLIO
11961		4
EDITION	DATE OF ISSUE	
8	12-Apr-2019	
Page 1		of 1

I certify that the person described in Schedule 1 is the registered proprietor of an estate in fee simple (or such other estate or interest as is set forth in that Schedule) in the land within described subject to such exceptions, encumbrances, interests and entries specified in Schedule 2 and to any additional entries in the Folio of the Register.

Deputy Recorder of Titles



### DESCRIPTION OF LAND

Parish of KINGBOROUGH, Land District of BUCKINGHAM  
Lot 4 on Sealed Plan 11961  
Derivation : Part of Lot 28811 Gtd. to H.J. House.  
Prior CT 3852/39

### SCHEDULE 1

E102418 TRANSFER to JOHN PATRICK BOURKE and VICTORIA ANNE  
JACOB Registered 01-Apr-2019 at 12.02 PM

### SCHEDULE 2

Reservations and conditions in the Crown Grant if any  
SP 11961 EASEMENTS in Schedule of Easements  
B370545 BURDENING EASEMENT: Right of Carriageway [appurtenant  
to the land comprised in Folio of the Register Volume  
2589 Folio 39) over the land marked ABCDEF on Sealed  
Plan No. 11961  
SP 11961 FENCING PROVISION in Schedule of Easements  
E174948 MORTGAGE to Butler McIntyre Investments Ltd  
Registered 01-Apr-2019 at 12.03 PM  
E170848 MORTGAGE to Kimgrats Super Pty Ltd Registered  
12-Apr-2019 at noon

TASMANIAN LAND TITLES OFFICE

Mortgage

Section 72 Land Titles Act 1980.



E170848

THE MORTGAGOR hereby mortgages to the MORTGAGEE the estate and interest specified in the land described herein. This mortgage is given in consideration of and to better secure loans, advances or financial accommodation provided by the mortgagee to the mortgagor or at the request of the mortgagor to the debtor (if specified) or to such other person as the mortgagor shall direct.

DESCRIPTION OF LAND		
Folio of the Register		If part of land - describe part
Volume	Folio	Mortgages, Leases, etc., to which this Mortgage is to be subject
11961	4	subject to 1 <sup>st</sup> mortgage to Butler McIntyre Investments Ltd

Estate mortgaged: **Estate in Fee Simple**

Mortgagor: **John Patrick Bourke and Victoria Anne Jacob of 338 Howden Rd, Howden, Tas 7054**

Mortgagee: **Kimgrats Super Pty Ltd ACN 105 138 903 of 20 Murray St, Hobart, Tas**

Covenants etc:

See annexure pages for covenants and conditions

Dated this 27 day of March 2019

Signed by the Mortgagor in the presence of:

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[witness name]

[witness address]

Phillip Kimber  
Legal Practitioner  
Butler McIntyre & Butler  
20 Murray St, HOBART  
Tel: (03) 6222 4444

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Land Titles Office Use Only  
**REGISTERED**  
  
12 APR 2019  
  
DEPUTY  
RECORDER OF TITLES

**M** Version 1

THE BACK OF THIS FORM MUST NOT BE USED

Stamp Duty

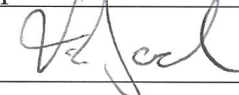
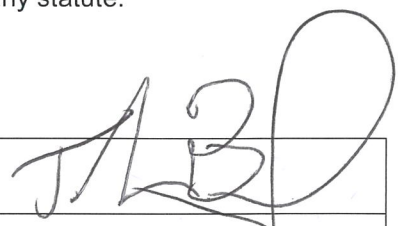
In consideration of the Principal Sum lent to the Mortgagor by the Mortgagee (receipt of which sum is acknowledged) the Mortgagor covenants with the Mortgagee as follows:

- 1 "Principal Sum" means: The amount of \$150,000.00 now lent and all money which may in the future be owing (actually or contingently) by the Mortgagor to the Mortgagee for any reason, and, without limitation, includes money payable:
  - 1.1 by the Mortgagor alone or jointly or severally with any other person;
  - 1.2 if there is more than one Mortgagor, by all or any of them;
  - 1.3 by the Mortgagor in their own right or in any capacity;
  - 1.4 to the Mortgagee in their own right or in any capacity;
  - 1.5 by the Mortgagor under this document.and includes any part of the Principal Sum
- 2 The Principal Sum is to be repaid ON DEMAND.
- 3 The rate of interest to be paid on the Principal Sum outstanding from time to time is 10.00 per centum per annum.
- 4 Interest is payable on the last days of March, June, September and December in each year during the currency of the loan. The first payment of interest is to be made on the last day of September next, and such interest is to be calculated as and from the 27.3.19
- 5 The Mortgagor
  - 5.1 will keep in repair
  - 5.2 will pay rates, taxes and other outgoings
  - 5.3 will insure.
- 6 If the Mortgagor is in default for one day or more in payment of interest or in repayment of the Principal Sum the Mortgagee has the power to give notice to the Mortgagor stating that the Mortgagor is in default and specifying a period of grace of at least 30 days from the date of the notice to remedy the default. The period of one day is agreed as the period of default for the purposes of s77 of the Land Titles Act 1980.
- 7 On any sale under this Mortgage of the mortgaged premises or any part by the Mortgagee, any time may be allowed for the payment of the whole or any part of the purchase money either with or without interest.
- 8 The Mortgagee will not be answerable for any involuntary losses which may happen because of the exercise or execution of the power of sale or any of the powers or trusts which may be vested in the Mortgagee by virtue of under this Mortgage or any statute.

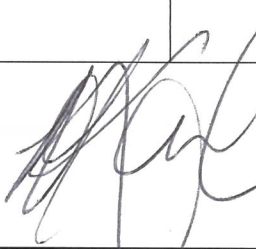
JB AS K

27/3/19

SIGNED by the Mortgagor in the presence of:

Witness name  
Witness address  
Witness signature



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Butler McIntyre & Butler  
20 Murray St, HOBART  
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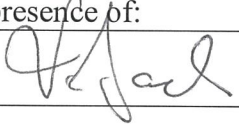

NOTE:- Every annexed page shall be signed by the parties to the dealing, or where the party is a corporate body, be signed by the persons who have attested the affixing of the seal of that body to the dealing.

- 9 Where the context requires or admits in this mortgage,  
9.1 words importing the singular include the plural and  
9.2 where two or more persons are included in the expression "the Mortgagor" the covenants on their part (express or implied) are joint and several, and  
9.3 reference to any Act of Parliament shall be construed as including every Act amending or in substitution for the Act referred to.
- 10 Interest may be capitalised.
- 11 The Mortgagor may at any time or times appointed for payment of interest pay off a sum of not less than \$1,000.00 (or multiples of \$1,000.00) on account and in part payment of the Principal Sum upon first giving to the Mortgagee one month's notice of their intention so to do or paying a bonus on one month's interest instead of notice.
- 12 At any time or times during the continuance of this Mortgage upon giving to the Mortgagor fourteen days' notice in writing of its intention to do so increase the rate of interest payable upon the Principal Sum. The Mortgagor shall from the expiration of the period of such notice pay interest at the rate specified in the notice. Prior to the expiration of such notice the Mortgagor has the right to pay off the whole of the Principal Sum then owing under this Mortgage without penalty or bonus instead of notice.
- 13 deleted
- 14 Should any part or parts of the Principal Sum be repaid and a new advance or new advances be made by the Mortgagee to the Mortgagor then in every such case the amount of the new advance or advances shall be deemed to be portion of the Principal Sum and together with interest shall be secured by this Mortgage and all the covenants conditions and provisos contained in this Mortgage or implied by law or statute with regard to the Principal Sum and interest shall extend and apply to each new advance and the interest on it.
- 15 The Mortgagor will pay to the Mortgagee on demand all costs and expenses including costs as between solicitor and client incurred by the Mortgagee in consequence of or on account of any default on the part of the Mortgagor under this Mortgage or incurred by the Mortgagee for the preservation of or in any manner in reference to this Mortgage. All of these costs and expenses shall from the time of their payment or expenditure respectively until paid to the Mortgagee by the Mortgagor be deemed principal monies covered by this Mortgage and shall carry interest at the rate of interest provided for in this Mortgage to be paid on the Principal Sum.

F:\Data\PAK\BMI - Mortgage Fund\BMI loan to Bourke & Jacob 153074\Annexure page Kimgrats loan 2019.docx

27/3/19

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Witness name  
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