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LANDS TITLES REGISTRATION OFFICE SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT 1886

Series No. Prefix SINGLE COPY ONLY

NOTES

- 1. This form is designed to suit the simplest type of encumbrance. Lending institutions which prefer to have encumbrance forms printed privately may do so, but proposed forms must be submitted to the Registrar-General and will not be acceptable for registration unless the format is approved.
2. All panels to be completed. If insufficient space use Annexure Form B.1. This panel should then only contain the words "See Annexure A" (or as the case may be).
3. State whether whole or portion of the land comprised in Certificate of Title.
4. Insert "estate in fee simple", "estate as Crown lessee" or "estate as mortgagee" (as the case may be). If lease or mortgage state registered number.
5. List encumbrances which affect the estate being encumbered.
6. If address has changed identify as "formerly....."
7. If tenants in common in unequal shares specify shares.
8. If the executing party is a natural person execution should read "SIGNED" by the encumbrancer in the presence of..... The witness must be a disinterested party. If an executing party is a body corporate execution must conform to any prescribed formalities relating to the affixing of the common seal.
9. The short form of proof is applicable where the witness is an authorised functionary.
10. The long form of proof is to be used where the witness is not an authorised functionary. The address and occupation of the witness must be stated.

M. TICLI Solicitor/Licensed Land Broker/Encumbrancer

BELOW THIS LINE FOR OFFICE USE ONLY

Date 12 JUN 1997 Time 11:55 FEES R.G.O. POSTAGE ADVERT NEW C.T. 75

12JUN1997 020130178L.T.O. 75.00

See Note 9

Appeared before me at

the day of 19

the ENCUMBRANCER within described the party executing the within instrument, being a person well known to me and did freely and voluntarily sign the same

Signed.....

See Note 10

Appeared before me at

the day 19

(hereinafter called "the witness") a person known to me and of good repute attesting witness to this instrument and acknowledged his signature to the same and did further declare that the ENCUMBRANCER the party executing the same was personally known to the witness and that the signature to the said instrument is in the handwriting of the ENCUMBRANCER and the ENCUMBRANCER did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

Signed.....

DELIVERY INSTRUCTIONS (Agent to complete) PLEASE DELIVER THE FOLLOWING ITEM(S) TO THE UNDERMENTIONED AGENT(S)

Table with 2 columns: ITEM CT/CL REF., AGENT CODE

EXAMINATION

CORRECTION PASSED

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: cps2 AGENT CODE M. TICLI & ASSOC. PTY LTD Correction to: MATI

TITLES, CROWN LEASES, DECLARATIONS ETC. LODGED WITH INSTRUMENT (TO BE FILLED BY PERSON LODGING)

- 1.
2.
3.
4.
5. Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- 1.
2.
3.
4.
5.

~~DATE/TIME~~

~~DAY/MON~~

~~XX~~

covenant or stipulation of this Encumbrance shall for any reason be unlawful, void, invalid or unenforceable THEN such covenant or stipulation shall be severed herefrom without affecting the validity or the enforceability of the remainder AND IT IS HEREBY EXPRESSLY AGREED between the Encumbrancer and the Encumbrancee that this Encumbrance may be pleaded by the Encumbrancee by way of estoppel to any action, claim or demand by the Encumbrancer and or any successors in title for damages, costs or otherwise howsoever arising.

EXECUTION AND
ATTESTATION
(See Note 8)

DATED THIS

9TH

DAY OF

JUNE

1997

SIGNED by the said ENCUMBRANCER:

M A Bergin

M A BERGIN

V L Edson

V L EDSON

in the presence of:

Maxine Leonie Northcott

Witness' Signature

MAXINE LEONIE NORTHCOTT

Witness' Full Name

76 GOODE ROAD

Address

PORT DIRIE

08 86 3260 91

Bus. Phone No.

24 JUN 1997

REGISTERED...../...../19

Avato

pro.



REGISTRAR-GENERAL

IT IS CONVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:

3. **SHALL NOT**, erect or suffer to be erected or to remain thereon a main dwelling house of prefabricated material, nor any transportable dwelling house, nor any caravan or other temporary dwelling.

4. **SHALL NOT**, unless approved otherwise by the Encumbrancee, erect or cause or permit to be erected on the said land any residential dwelling, unless, the total area of the floor plan incorporated under the main roof including the carport, equals or exceeds 120 square metres and the external walls are constructed of brick or stone.

5. **SHALL NOT**, unless otherwise approved by the Encumbrancee erect or cause or permit to be erected on the said land any building scheme which does not provide accommodation for at least one vehicle either in the form of a carport under the main roof of the building or other suitable freestanding car accommodation having roof line similar in style and of the same roofing materials as that of the principal dwelling.

6. **SHALL NOT**, erect or cause or permit to be erected on the said land any dwelling, outbuilding fence or any improvements the exterior of which is or contains any galvanised iron or brightly coloured reflective material.

7. **SHALL NOT**, without the prior approval in writing of the Encumbrancee, construct any fence or wall along those portions of any boundary of the said land from a point which is level with the front of any residence thereon down to the boundary with the roadway and where the said land abutts more than one roadway, **THEN**, it shall be permissible for the land whose rear boundary is also the side boundary of any adjoining land to be fenced along the full length of its rear boundary and further, it shall be permissible but not obligatory for the said land to have two side fences in accordance with the provisions herein set out **PROVIDED** always that such said land shall always require a separate approval from the Encumbrancee as to the type of fencing materials used.

8. **SHALL**, only use brick, stone, brush, timber or doublesided Beige Colourbond steel fencing materials in the construction of any fencing the exterior of which is **not** of any brightly coloured or reflective material on or around the said land.

9. **SHALL**, within a period of 12 calendar months after the completed construction of a dwelling house upon the said land prepare and develop the said land in the form of landscaping between the front alignment of the said dwelling house and the kerb alignment or pedestrian walkway fronting or bordering the said land and thereafter maintain said landscaping in good order and condition.

Notwithstanding anything to the contrary hereinbefore contained, the Encumbrancer **SHALL NOT**, transfer any estate or interest in the said land (or any part thereof) without first causing the party in whose favour such estate or interest is to be transferred to execute a covenant under seal in favour of the Encumbrancee that such party will observe and perform all of the terms and conditions in this Memorandum of Encumbrance contained as if such party had been the original party to this Memorandum of Encumbrance as the Encumbrancer herein named and for the purposes hereof a contract of Sale and Purchase entered into by the Encumbrancer with a third party Purchaser and a subsequently executed and accepted Memorandum of Transfer with both the Contract and the Transfer subject to the provisions hereof shall be complete satisfaction of the requirements under this covenant.

The Encumbrancer shall pay the costs of and incidental to the preparation, stamping and registration of this Encumbrance.

The Encumbrancer hereby covenants and agrees that notwithstanding anything to the contrary herein contained the Encumbrancee may from time to time in its absolute and unfettered discretion modify waive or release any of the covenants or stipulations expressed or implied in any Memorandum of Encumbrance or other instrument relating to any other land in the Plan of Division which created the said land and whether the same were entered into or imposed before or at the same time as or after the date hereof and no modification or waiver or release shall release the Encumbrancer or his successors in title from the covenants and other stipulations herein contained and Further if any

MEMORANDUM OF ENCUMBRANCE

Form M.2
(See Note 1)

<p>CERTIFICATE(S) OF TITLE BEING ENCUMBERED (See Note 3)</p>	<p>THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER BOOK VOLUME 5408 FOLIO 153</p>
<p>ESTATE AND INTEREST (See Note 4)</p>	<p>FEE SIMPLE</p>
<p>ENCUMBRANCES (See Note 5)</p>	<p>NIL</p>
<p>ENCUMBRANCER Full Name and Address (See Note 6)</p>	<p>MARK ASHLEY BERGIN Clerk and VANESSA LEE EDSON Legal Secretary both of 1 Torrens Street Happy Valley 5159</p>
<p>ENCUMBRANCEE Full Name and Address (See Note 7)</p>	<p>TORRENS VALLEY DEVELOPMENTS PTY. LTD. A.C.N. 053 222 978 of 503 Lower North East Campbelltown 5074 of 99 undivided 100th parts and CARMINE FRANK ZOLLO of 11 Christopher Street Dernancourt 5075 of 1 undivided 100th part</p>
<p>(a) State the term of the annuity. If for life use the words "during his lifetime."</p>	<p>THE ENCUMBRANCER ENCUMBERS THE ESTATE AND INTEREST IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT TO THE ENCUMBRANCES AND OTHER INTERESTS AS SHOWN HEREON WITH AN ANNUITY OF Ten (10) cents per annum TO BE PAID TO THE ENCUMBRANCEE (a)</p>
<p>(b) State the times appointed for payment of the annuity and any special covenants</p>	<p>AT THE TIMES AND IN THE MANNER FOLLOWING (b) If demanded on the 30th. day of June in each and every year commencing on the 30th. day of June next occurring for the period of 3,999 years and with the performance of the following.</p>
<p>The Encumbrancer (which expression includes when "The Encumbrancer" is a corporate body its successors and assigns and when "The Encumbrancer" is a person that person's heirs executors administrators and transferees and where there is more than one corporate body and/or person comprised in the expression then all of them jointly and each of them severally and their respective successors assigns heirs executors administrators and transferees and all of them encumber the said land as part of a common building scheme for the benefit of the Encumbrancee (which expression includes their respective successors and assigns) and covenants with the Encumbrancee (in addition to and without prejudice to the covenants on the part of the Encumbrancer and the powers rights and remedies of the Encumbrancee expressed or implied herein under and by virtue of the provisions of the Real Property Act 1886 as amended for the time being in force except insofar as the same are hereby expressly or implied negated or modified) as follows:-</p>	
<p>DURING THE TERM OF THIS ENCUMBRANCE THE ENCUMBRANCER</p>	
<p>1. SHALL NOT, erect or suffer to be erected thereon more than one main dwelling house (exclusive of all general domestic outbuildings) 2. SHALL NOT, use or permit the said land to be used for any purpose other than the purpose of private residential dwelling.</p>	