View Image Delivered by LANDATA®. Land Victoria timestamp 28/04/2009 09:33 Page 1 of 4 © State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. The State of Victoria accepts no responsibility for any subsequent release, publication or reproduction of the information THIS INSTRUMENT IS COLLATERAL TO A PRIMARY SECURITY TO COVER TOTAL AND VIOLENTE 99-TT 761792 -5-88-00 Compresser of Stamps THE COMMERCIAL BANK OF AUSTRALIA LIMITED MORTGAGE onecca (Homeon); P III T -46 714602 SEP-4- VICTORIA MADE AVAILABLE MORTGAGE 10-1850 E (*) WE Clenn Alexander THOMPSON Garage Proprietor and Cheryl Maree THOMPSON Married Woman both of 4 James Street WHITTLESEA(hereinafter called "the Mortgagor")(b).....being registered or entitled to be registered as the joint proprietor s in the land hereinafter described subject to the encumbrances notified hereunder in consideration of certain advances and accommodation being granted by THE COMMERCIAL BANK OF AUSTRALIA LIMITED whose registered office is at <a href="https://limited.com/being-limited-"In lee than one party being included in the definition "The Mortgagor" to any one or more thereof and/or told). (hereinafter called the Debtor) and/or of the Bank's liaving agreed not to require immediate payment from the Mortgagor and/or the Debtor of certain moneys for which the Mortgagor and/or the Debtor is now indebted or liable to the Bank and/or for other consideration moving from the Bank to the Mortgagor and/or the Debtor do hereby covenant with the Bank as followsiet advance in make; it is a Company, and the make it is a Company.

I.—TO pay to the Bank on Demand (as hereinafter defined) the balance for the time being owing by the Mortgagor with the Bank and of the Debtor on the account current of the Mortgagor with the Bank and of the Mortgagor with the Bank and of the Mortgagor with the Bank and of the Mortgagor and/or the Debtor is or may hereafter be like or may hereafter be and on which the Mortgagor and/or the Debtor is or may hereafter be like or may hereafter be made or given to any person fulling to duly pay the same which are or may hereafter be made or given to any person for the Debtor is or may hereafter be made or given to any person fulling to duly pay the same which are or may hereafter be discounted or paid or which they with the Bank and also all legal and other costs charges and expenses which have been or may hereafter be incurred by the Bank in connection with this or any other security or in connection moneys.").

moneys").

2.—THAT the Mortgagor will so long as any principal moneys remain unpaid (but without prejudice in the right of the Bank to enforce payment of such principal maneys and interest or any part thereof at any time) pay to the Bank interest on the principal moneys for the time being owing at the current rate from time to time charged by the Bank on similar advances such interest to be computed as from the day or respective days on which the principal moneys are respectively lent advanced paid become owing or become chargeable to the Mortgagor and/or the Debinor and will also pay all other lawful and customary charges in relation thereto all such interest to be considered as accraing from day to day and to be payable and paid when demanded but until demanded to be payable on the thirtieth day of June and the thirty-first day of December in every year or on such other half-yearly days fixed by the Bank (or the balancing of the books of the Bank in the State of Victoria and together with all such lawful and customary charges as aforesaid to be turned into principal at every half-yearly rest on the balancing of the books of the Bank and thenceforth to become principal moneys and bear interest accordingly at the rate aforesaid.

at the books of the Bank and thenceforth to become principal moneys and bear interest accordingly at the rate aforesaid.

3.—THAT while any money remains secured by this mortgage the Mortgagor will duly and punctually pay all rates, taxes, duties, assessments of every description now charged or whilett may hereafter be charged upon the said land and if the said land or any part thereof is held under lease will duly and punctually pay the rent reserved by such lease and observe and perform all the covenants and conditions therein contained which on the part of the Mortgagor ought to be paid, observed and performed and will do all such acts and things as by law are required to be done on the part of the Lessee and that if the Mortgagor makes default in payment of the said rates, taxes, duties, assessments and rent or of any other moneys by the said lease or by any covenant therein contained or by law required or necessary to be paid by the Mortgagor it shall be lawful for but not obligatory upon the Bank at any time thereafter on demand repy to the Bonk any money so paid by it with interest thereon at the rate aforesaid and calculated from the date of payment and every sum of moneys so paid by the Bank with interest thereon as aforesaid shall until full repayment thereof be a charge upon and recoverable from the said land and shall form part of the principal moneys hereby secured and the Bank may if it sees fit charge the same to the current account of the Mortgagor or the Debtor.

4.—THAT the Mortgagor will at all times during the continuance of this security well and sufficiently maintain uphold support and keep the buildings fences and gates or other improvements for the time being upon the said land in good and substantial report and condition. And that it shall be lawful for any person thereto authorised by the Bank from time to time to enter upon the said land or any part thereof and if the Mortgagor fails to perform the foregoing covenant then the Bank may if it thinks proper authorise its ngents or surveyors with workmen and others to enter upon the said land and make good all defects damages and amendments Whith have happened to ope are requisite. for the said pressures and the Mortgagor will on demand pay to the Bank the costs charges and expenses of and occasioned thereby logether with interest thereon in the said land shall be a security for the repayment of such costs charges and expenses with interest thereon as aforesaid and the Bank may if it sees fit charge the same to the current account of the Mortgagor or the Debiar.

5.—THAT in case default is made by the Mortgagor in payment on Demand of any of the principal moneys or interest hereby secured or in the observance of any of the covenants contained or implied herein and any such default is continued for the space of three days it is shall be lawful for the Bank without notice to exercise the power of sale and all other the powers and authorities mentioned and given in and by Section 77 of the Transfer of Land Act 1958. And it stall be lawful for the Bank to sell the said land or any part thereof either separately or together with any other real or personal property mortgaged by the

Mortgager (1) to the Bank and that whether the said real property is under the Transfer of Land Act 1958 or not and also to reserve roads or other easements over appurtenant to or out of the land hereby mortgaged or any such other real property mortgaged by the Mortgagor to the Bank and to grant any such easements to any person.

6.—THAT the Mortgagor will insure against fire in the name of the Bank with such company and for such amount as the Bank shall approve. And that all moneys recovered on any insurance in the name of the Mortgagor against any risk of creetions on the said land not maintained under the covenant implied by the foregoing words shall if so required by the Bank he laid out in rebuilding or repairing the same erections or such of them as may be destroyed or danaged or alternatively shall be applied in or towards discharge of the moneys hereby secured. And for the consideration aforesaid the Mortgagor declares that the Mortgagor will hold every such insurance and all moneys payable thereunder as trustee for the Bank upon trust to apply the same in accordance with this Convenant and the Mortgagor hereby irrevocably appoints the Bank and each Bank officer (as hereinafter

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defined) to be the Attorneys and Attorney of the Mortgagor to obtain payment of and give receipts for all moneys payable under any such insurance and to apply the same in accordance with this Convenant.

7.—THAT this Mortgage shall be a security of any Bill of Exchange and Promissory Note representing any money for the time being hereby secured or which may be taken by way of renewal of or in substitution for any such Bill of Exchange or Promissory Note and that the demand aforesaid may be made and the powers and authorities herein contained or by the said Act declared to be implied herein may respectively be exercised not withstanding the currency of any such Bill of Exchange or Promissory Note. PROVIDED ALWAYS that this covenant shall be deemed a collateral security only and that aeither this covenant not anything contained in this Mortgage shall operate to merge the simple contract remedy on any such Bill of Exchange or Promissory Note or the simple contract remedy of the Bank in respect of any debt or liability hereby secured nor shall any action on any such Bill or Note or for any such debt or liability he defended on the ground of any supposed merger.

8.—THAT nothing herein contained shall prejudice or affect any lien or security which the Bank is entitled to by reason of the deposit of the titles relating to the said land or any other security the Bank now holds or may hereafter hold or take.

9.—THAT the titles for the said land shall if the Bank so requires remain in its custody during the continuance of this Mortgage.

8.—THAT nothing herein contained shall prejudice or affect any lien or security which the Bank is entitled to by reason of the deposit of the ititles relating to the said land or any other security the Bank now holds or may hereafter hold or take.

9.—THAT in respect of all moneys due by or on account of the Debtor and hereby secured:

(a) As between the Mortgagor and the Bank the Mortgagor shall be a principal debtor for the whole of the molicys hereby secured.

(b) THAT the liability of the Mortgagor shall not be wholly or partially solisified by the payment or liquidation at any time hereafter of any sim of money for the time being due upon the general belance of the account of the Debtor with the Bank but shall extend to cover and be a security of suns of money at any time due to the Bank thereon nonvillattanding any nich payment. In digitations, And that it shall be lawful for the Bank thereon nonvillattanding any nich payment. In digitations, And that it has been all the Debtor or the pay the Bank any time or their indigence and to take any security from and compound with the Debtor or the any of the Bank from or on account of the Debtor or bearing the name of the Debtor or any of the Bank the payment is received from the Debtor or the beaton of your law the payment without discharging or satisfying the liability of the Mortgagor hereunder and that all dividends compositions and payments received from the Debtor or any such persons shall be taken applied as payments in gross and that this Mortgage shall apply to and secure any sultimate balance that all dividends compositions and payments received from the Debtor or any such persons shall be taken adopting any apparent with the may be read this bifferegor payment in gross and that the Mortgagor will rat by reaton of any payment which may be main due to the Bank was a diministration of the Debtor of the Bank was a which but for such proof or claim the Bank was a which it may hereaftive and to read the such as a composition of the Debtor of the Bank and to

tingent of the Mortgagor to the Bank under any guarantee or other document executed by the Mortgagor.

13.—AND the Mortgagor hereby attorns and becomes tenant from day to day to the Bank of the said land at a daily rental equal in amount and varying in amount with the interest from time to time payable as hereinbefore mentioned to be paid at such times and in such manner as the Bank from time to time by notice to the Mortgagor requires and all rental up to the date of any demand as aforesaid shall immediately become payable on the making of such demand and the rental if not otherwise required shall be paid by half-yearly payments on the diritieth day of June and the thirty-first day of December in every year the first payable to the Bank by virtue of the aforesaid attornment shall when received be applied by it on account and in reduction of the moneys for the time being hereby secured. And the Mortgagor hereby agrees that if default is made in payment of any of the moneys for the time being hereby secured or any part thereof respectively on any such demand as aforesaid or in the charryance of any of the convenants contained or implied herein it shall be lawful for the Bank at any time thereafter and either during the currency of or at the end of any half-year without giving any previous notice of its intention so to do or any notice to quit to enter upon and take possession of the said land and to determine the tenancy created by the aforesaid attornment AND that the Bank may at any time after default is made let and execute any lease or agreement for a lease of the said land or any part thereof called execute any lease or agreement for a lease of the said land or any part thereof payment of the Bank may at any time after default is made let and execute any lease or agreement for a lease of the said land or any part thereof called execute any lease or agreement for a lease of the said land or any part thereof expression for such rent and on such conditions as the Bank thinks fit. AND for the consideration afor

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14.—AND the Mortgagor hereby agrees with the Bank and appoints and declares as follows:—

(a) Any Receiver of the income of the said land appointed by the Bank under the powers conferred by the Property

Law Act 1958 shall in addition to the powers therein set forth have the following powers all of which shall

be exercised (without the Bank's taking possession of the said land) by the Receiver as the agent of and in

the name of the Mortgagor and not in the name of the Bank:—

(i) To supervise and direct the carrying on of any business carried on by the Mortgagor on the said
land or confinue to carry on the same as the agent of the Mortgagor and to apply the net proceeds as income

of the said land:

(i) To supervise and direct the carrying on of any business carried on by the Mortgagor on the same as the agent of the Mortgagor and to apply the net proceeds as income of the said land;

(ii) To make contracts of agistment for grazing of stock on the sold land and, to receive all moneys payable under any-contracts of agistment whether made by the Receiver of not;

"[iii] To-let or lease or agree to lease the said land or any part of it for such term at such rent and upon such conditions as the Receiver thinks fit and to accept a surrender of any tenancy or lease of the said land whether created by the Receiver or not;

(iv) For the purpose of giving effect to any tenancy to surrender or transfer the tenancy created by paragraph thriteen hereof.

(b) For the consideration aforesaid the Mortgagor hereby irrevocably appoints every Receiver so appointed by the Bank to be the Adorney of the Mortgagor to exercise all the powers aforesaid.

(c) Sections 109 and 110 of the Property Law Act 1958 shall apply with respect to the aforesaid powers of any Receiver so appointed and to the acts and defaults of the Receiver in relation thereto and to the application of the net proceeds of any business carried on by him and to all other moneys received by him in the exercise of the aforesaid powers as it those powers were set out in that Act.

15.—In this Mortgage where the context and the circumstances so admit or require:

"Bank Ollicer" shall mean the Managing Director, the General Manager, Assistant General Manager Branch Banking Division, the Attorney, the State Manager, the Senior Manager Credit and Lending Victoria, the Manager or Acting Manager for the time being of the Bank at

"Demand" means a demand in writing under the seal of the Bank or signed in the name of or on behalf of the Bank by any Bank Officer or signed by the transferees of the Bank and given to the Mortgagor personally or left on the said land or sent through the Post Office by a registered letter directed to the Mortgagor or to the then registered proprietor of the said land at his address appearing in the Register Book.

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"The Debtor" shall be deemed when the Debtor is a person to include his executors and administrators and when the Debtor consist of more than one person to include each one and every two or more of such persons and their respective executors and administrators and when the Debtor is a furn to include the persons from time to time constituting such firm and each one and every two or more of them and their respective executors and administrators included within the loregoing definition.

"The Mortgagor" shall include the successors in title of the Mortgagor. And all convenants by the Mortgagor shall be deemed to be binding on his successors in title. And when more persons than one are included in the term "the Mortgagor" their liability shall be joint as well as several.

Any words importing the singular number shall include the plural and vice versa; any words importing the masculine gender shall include the feminine; the word "person" shall include corporation; pronouns used of the Bank shall in their application to transferess of the Bank be read as pronouns appropriate to such transferees; if the Mortgagor or the Debtor is a company this Mortgage shall be read as if for the pronouns used for the Mortgagor or the Debtor as the ease may be the pronouns appropriate to a company were substituted and as if any necessary grammatical changes were made; any reference to any Act shall apply to any statutory amendment modification or re-exactment thereof; all covenants herein contained or implied by any Act for the time being in force and on the part of the Mortgagor to be performed or observed shall if the Mortgagor consist of more than one person be deemed to be both joint and saveral; and if the name of the Debtor its motified in in the space on the first page for the name and address and occupation of the Debtor discussed the Mortgagor to any Act or Regulation now or hereafter to be-in-force-providing f

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