

PREFIX **E** NO.**6906886****SINGLE COPY
ONLY**SERIES NO. **2**
TO BE COMPLETED BY AGENT

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 the whole or portion only of the land comprised in the Certificate of Title. If portion only describe precisely.
4. Insert "estate in fee simple", "estate as Crown lessee", "estate as 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 and/or occupation has changed identify as "formerly"
7. If tenants in common in unequal shares specify shares.
8. If an 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.

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

CORRECTION		PASSED
O.D.R. No.		EXAMINER TO INITIAL
REFERRED	RETURNED	

REGISTERED ON **14.5.1990** AT **11:00**
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
REGISTER BOOK. VOL. **4336** FOLIO **537**

T. G. G. pro

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS
1				
2				
3				
4				
5				

A3426 *FILL OUT POSTAGE DATE ONLY IF ITEMS ARE
RETURNED BY CERTIFIED MAILREGISTRAR-GENERAL'S
OFFICE

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

FORM APPROVED BY THE REGISTRAR-GENERAL

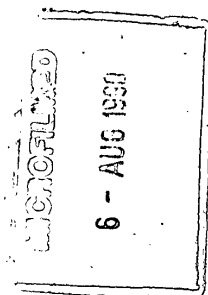
CERTIFIED CORRECT FOR THE PURPOSES OF THE REAL PROPERTY ACT, 1886

(SIGNED)

Kristina Macaulay
Solicitor/Licensed Land Broker/Encumbrancee**KRISTINA MACAULAY**

27 APR 1990	TIME	13:40
FEES		\$
R.G.O.		41
POSTAGE		
ADVERTISING		
NEW C.T. TO ISSUE		41.00

OFFICE NOTES:



BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: *MA Lyon*
Address: *161 Icespers Rd*
Adelaide Hills
in Property Brokers
Chapman St.
Bushwood

Correction to

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

1.....	Received items No. Assessor
2.....	
3.....	
4.....	
5.....	

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1.....
2.....
3.....
4.....
5.....

DELIVERY INSTRUCTIONS: PLEASE DELIVER THE FOLLOWING ITEM(S)
TO THE UNDERMENTIONED AGENT(S)

ITEM	AGENT/RGO BOX No.	DELIVERY DATE	*POSTAGE DATE	INITIALS	ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX No.	POSTAL ADDRESS*
1								
2								
3								
4								
5								

*FILL OUT POSTAL ADDRESS ONLY IF ITEMS
ARE TO BE RETURNED BY CERTIFIED MAILAGENT'S
INITIALS

DATED THIS

12th

DAY OF

APRIL

1990

SIGNED by the Encumbrancer:

Rick Hughes
 RICK ANTHONY HUGHES

Alexandra Hughes
 ALEXANDRA MARY HUGHES

EXECUTION AND
 ATTESTATION
 (See Note 8)

in the presence of:

Witness: *Russell*

SHORT FORM OF
 PROOF
 (See Note 9)

Appeared before me at _____ the _____ day of _____ 19

RICK ANTHONY HUGHES and ALEXANDRA MARY HUGHES

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) *X*

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) _____

LONG FORM OF PROOF
 (See Note 10)

Appeared before me at _____ the _____ day of _____ 19

(hereinafter referred to as "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, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

(SIGNED) _____

Appeared before me at

Para Hills
NORMAN RUSSELL 161 Kester Road Para Hills 5096 David Booker
 the *5th* day of *April* 19 *90*
 (hereinafter referred to as "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, that the signature to the said instrument is in the handwriting of the encumbrancer, and that the encumbrancer did freely and voluntarily sign the same in the presence of the witness and was at that time of sound mind.

B.W. GUILD
 (SIGNED)
 PROCLAIMED BANK MANAGER
 PARA HILLS, S.A.

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE as follows:—

1. The Encumbrancer will pay to the Encumbrancee the sum of \$0.10 (if demanded) on the 1st day of July 1989 and each succeeding 1st day of July provided that the Encumbrancee shall not demand payment of the said annuity if and so long as the Encumbrancer and the Encumbrancers successors in title shall duly perform and observe all the covenants terms and conditions herein set forth (and the burden of providing such performance and observance shall be with the Encumbrancer) and provided always that none of the foregoing provisions for or in respect of the payment of the said annuity shall in any way affect or prejudice the rights of the Encumbrancee to an injunction to restrain any breach of the covenants terms and conditions herein set forth or to damages for such breach.

2. That the Encumbrancer will not erect or permit to be erected any house, building, outbuilding, shed, garage or any other form of permanent structure the erection of which requires consent of the District Council of Gumeracha pursuant to regulations under the Building Act 1982 as amended over that part of the allotment within the Engineering and Water Supply Department's Township Boundary for Birdwood Township being that portion marked "A" in G.P. 231 of 1989.

3. That the Encumbrancer will not erect or permit to be erected any house, building, outbuilding, shed, carport, garage or any other form of structure having a floor level of less than 380.0 metres Australian Height Datum.

4. Provided always and it is hereby agreed and declared by and between the Encumbrancee and the Encumbrancer that:—

(a) In the event that the Encumbrancer shall sell or agree to sell the estate or interest of the Encumbrancer in the said land the Encumbrancer shall obtain from the intending purchaser or transferee of the said land the subject of the sale or transfer a binding agreement to execute and lodge for registration under the provisions of the Real Property Act 1886 (as amended) forthwith after the registration of the Memorandum of Transfer in respect of the said land the subject of the sale or transfer a Memorandum of Encumbrance containing the same or substantially the similar covenants and other stipulations as are herein contained with the substitution of:—

(i) the name and address and description of the intending purchaser or transferee of the said land or such part or portion thereof subject to the sale or transfer as Encumbrancer.

(ii) A description of the said land subject to the sale or transfer in a form required for registration.

(iii) Such further or other consequential amendments as may be required for registration.

(b) The Encumbrancer and the successors in title of the Encumbrancer shall be successively released and discharged from the payment of the said annuity and from the observance and performance of the covenants terms and conditions and other stipulations herein contained and applied forthwith upon ceasing to be registered as the proprietor of the said land to the intent that the said annuity and the covenants terms conditions and other stipulations shall be binding only upon the registered proprietor for the time being of the said land.

5. And subject as aforesaid the said Encumbrancee shall be entitled to all the powers and remedies given to the Encumbrancee by virtue of the Real Property Act 1886 (as amended).

6. In the interpretation of this Memorandum of Encumbrance:—

(a) A reference to the singular shall include the plural and vice versa.

(b) A reference to a particular gender includes all other genders.

(c) If there be more than one person responsible hereunder as the Encumbrancer or as a successor entitled to the Encumbrancer the liability of all such persons shall take effect as a joint and several liability.

MEMORANDUM OF ENCUMBRANCE

CERTIFICATES OF TITLE
BEING ENCUMBERED
(See Note 3)

The whole of the land comprised in Certificate of Title
Register Book VOLUME 4336 FOLIO 537

01281242
COMMISSIONER OF STAMPS
S.A. STAMP DUTY
ADJUDGED
NOT CHARGEABLE
17/04/90 15:13

ESTATE AND INTEREST
(See Note 4)

ESTATE IN FEE SIMPLE

ENCUMBRANCES
(See Note 5)

NIL

ENCUMBRANCER
(Full name, address and
occupation.)
(See Note 6)

RICK ANTHONY HUGHES Painter and ALEXANDRA MARY HUGHES ^{Departmental} ~~Direct Care~~
~~Worker~~ both of Lot 3 Olivedale Road Birdwood 5234
CARE WORKER

ENCUMBRANCEE
(Full name, address and
occupation.)
(See Note 7)

DONALD MICHAEL CHISHOLM formerly of care of Post Office Birdwood 5234
now care of Post Office Box 376 Mount Barker 5251 Manager

(a) State the term of the
annuity. If for life use
the words "during his
lifetime".

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 \$0.10 (ten cents)

TO BE PAID TO THE ENCUMBRANCEE (a). term commencing on the 30th day of June next
hereafter and expiring 30th June 3000

(b) State the times
appointed for payment
of the annuity and any
special covenants.

AT THE TIMES AND IN THE MANNER FOLLOWING (b) On the 1st day of July in each and every
year at times and in the manner following commencing on the 1st day
of July 1990 to the intent that the Encumbrancee shall hold the said
annuity in fee simple AND WITH the performance and observation of the
covenants of the terms and conditions by the Encumbrancer hereinafter
contained AND the Encumbrancer hereby covenants on the part of the
Encumbrancer and the powers rights and remedies of the Encumbrancee
implied herein under and by virtue of the provisions of the Real
Property Act 1886 (as amended) except insofar as the same are hereby
expressly or impliedly varied negated or modified.