

PREFIX

E

NO.

7597807

SINGLE COPY
ONLYSERIES NO.
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.

MICROFILMED

19 NOV 1993

| | | |
|-------------------|------|-------|
| 22 OCT 1993 | TIME | 11:15 |
| FEES | | \$ |
| R.G.O. | | 65 |
| POSTAGE | | |
| ADVERTISING | | |
| NEW C.T. TO ISSUE | | |

OFFICE NOTES:

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

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

0017809/400200 CAT 1077

REGISTERED ON **16 NOV 1993** AT
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE
REGISTER BOOK VOL. **513** FOLIO **10**

ITEM(S) DELIVERED—POSTED
IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: PAUL EDWARDS PJE,
Address: 100 CAERINGYON ST
ADELAIDE 5000

Correction to PAUL EDWARDS PJE

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

1. S11310

2.

3.

4.

5.

 Received
items
No. 8
Assessor

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 |
|------|-------------------|---------------|---------------|----------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| 5 | | | | |

| ITEM: CT/CL REF. | AGENT'S NAME | AGENT RGO BOX NO. | POSTAL ADDRESS* |
|------------------|--------------|-------------------|-----------------|
| S11310 | AN2B | 5 | |
| | | | |
| | | | |
| | | | |
| | | | |

*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE
RETURNED BY CERTIFIED MAILAGENT'S
INITIALS

DATED THIS 17th DAY OF August 1993

SIGNED by the
Encumbrancers in
the presence of:

John Dees

**EXECUTION AND
ATTESTATION
(See Note 8)**

**PROCLAIMED BANK
MANAGER**

**SHORT FORM OF
PROOF
(See Note 9)**

Appeared before me at Morphett Vale

the 17th day of August . 1993

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

(SIGNED)

Appeared before me at

the

**PROCLAIMED BANK
MANAGER**

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)

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

11

13

(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 same is his true and genuine signature.

18181170

MEMORANDUM OF ENCUMBRANCE

CERTIFICATES OF TITLE
BEING ENCUMBERED
(See Note 3)

THE WHOLE OF THE LAND COMPRISED IN CERTIFICATE OF TITLE REGISTER-BOOK
VOLUME 5113 FOLIO 10

COMMISSIONER OF STAMPS

S.A. STAMP DUTY
DOCUMENT 1 OF 1
02/09/93 14:05:20 0243371
EXEMPT / NOT CHARGEABLE

ESTATE AND INTEREST
(See Note 4)

IN FEE SIMPLE

ENCUMBRANCES
(See Note 5)

NIL M 7532300

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

GRANT ANDREW KEAN and KELLIE-ANNE RUSS both of 9 Quentin Street
Morphett Vale 5162

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

STEPHEN ROBERT EDWARDS COMPANY DIRECTOR OF 3 NORFOLK STREET BLACKWOOD
5051

(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
Ten cents (10c) if demanded

TO BE PAID TO THE ENCUMBRANCEE (a).
In Perpetuity for an estate in fee simple

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

AT THE TIMES AND IN THE MANNER FOLLOWING (b)

By payment (if demanded) of the annual sum or yearly rent charge of
TEN CENTS (10c) payable on the 30th day of June each year commencing
on the 30th day of June next ensuing after the execution hereof
PROVIDED HOWEVER that is throughout the year immediately preceding the
due date for payment of such yearly rent charge the encumbrancer shall
not have allowed or suffered any breach of and shall have otherwise
duly performed and observed all the covenants contained in paragraph
2 hereof then in lieu of the sum of TEN CENTS (10c) which would
otherwise have been payable (if demanded) there shall be payable (if
demanded) FIVE CENTS (5c) to the intent that the encumbrancee shall
hold the said yearly rent charge in perpetuity for an estate in fee
simple and with the performance and observance of the covenants by the
encumbrancer contained or implied herein.

jlh

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QD

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

1. That the encumbrancer will pay to the encumbrancee the said sum of TEN CENTS (10c) (if demanded) or the said sum of FIVE CENTS (5c) (if demanded) (as the case may be) on the 30th day of June next and on each and every 30th day of June thereafter.
2. During the continuance of this encumbrance the encumbrancer shall not upon the said land or in respect thereof:-
 - a) Erect or suffer to be erected a dwelling house on the within land without first providing the encumbrancee with plans and specifications of the said dwelling house and the encumbrancer obtaining approval in writing from the encumbrancee which said approval shall not unreasonably be withheld.
 - b) Erect or suffer to be erected or to remain thereon any fence forward of the front alignment of the main dwelling house except a masonry retaining wall, brush fence or ARC powder coated swimming pool style fence.
 - c) Suffer or permit any motor vehicle including but without limiting the generality thereof, truck, van and semi-trailer, boat or caravan to be parked or left forward (or any part of which is forward) of the front alignment of the said dwelling house.
 - d) ~~Erect or suffer to be erected or permit the construction of any asbestos or transportable or kit buildings with the exception of kit buildings with at least 75% solid brick and/or stone external walls erected in accordance with plans and specifications approved in writing by the encumbrancee which approval shall not be unreasonably withheld.~~
 - e) Erect or suffer to be erected or permit the construction of any galvanised iron roofing, fences, garages and other outbuildings.
 - f) Erect or suffer to be erected or permit the construction of any dwelling or addition thereto with a roof pitch less than 22.5 degrees or a roof cladding of other than terracotta or cement tiles or precoloured metal sheeting.
 - g) Erect or suffer to be erected or permit the construction of any dwelling whose total living area is less than one hundred and thirty (130m²) square metres.
 - h) Use or suffer to be used upon the said land or any part thereof or any building thereon for any trade or business purpose or other than private residential purpose or other than a dwelling house used for private residential purposes or an out building used in connection with a dwelling house used for private residential purpose.
 - i) Keep unpainted or untreated any metal and without limiting the generality thereof any galvanised steel products, galvanised iron or aluminium forming part of any dwelling house, out building, fence, gate or other structure on the said land.
 - j) a) commence or proceed with or cause, suffer or permit to be commenced or proceeded with any application pursuant to the Act, any Act passed in substitution for the Act, the Real Property Act, 1886, any Act passed in substitution for the said Real Property Act, 1886 or any other relevant Act, to undertake any division of the subject land;

b) commence or proceed with or cause, suffer or permit to be proceeded with any division of the subject land including any strata titling of the subject land.

*John**8**John*

k) Plant and landscape the said land in such a manner that will not compliment and enhance the character and amenity of the area.

l) Erect or suffer to be erected any fence abutting Chandlers Hill Road unless such fence is constructed of materials which have a minimum standard of colourbond Iron and that have a height of one and a half metres (1.5 metres).

m) Erect or suffer to be erected a dwelling or ancillary structures which do not take into account the slope of the land and require extensive earthworks which are visually intrusive.

n) Erect or suffer to be erected a dwelling or ancillary structure with reflective surfaces or of light colours which are visually intrusive.

o) Erect or suffer to be erected a dwelling or ancillary structures upon the hatched area defined in red on the plan attached hereto as "Annexure A".

p) Notwithstanding anything to the contrary hereinbefore contained, 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.

3. AND the encumbrancer does hereby covenant and agree that notwithstanding anything to the contrary contained herein or elsewhere the encumbrancee shall have the right in its absolute and unfettered discretion at any time and from time to time to modify waive or release any covenants conditions restrictions or stipulations wheresoever contained relating to the said land AND the encumbrancer does hereby further covenant and agree that the encumbrancee shall incur no liability whatsoever to the encumbrancer and the encumbrancer shall have no action caused suit claim or demand whatsoever against the encumbrancee in respect of arising out of or in any way connected with the exercise by the encumbrancee of its said right to modify waive or release any of the said covenants conditions restrictions or stipulations.

4. AND it is hereby agreed and declared between the encumbrancer and the encumbrancee that the encumbrancer and successive assigns of the encumbrancer shall be respectively released and discharged from payment of the said rent charge and from the observance and performance of the several covenants conditions restrictions and stipulations herein contained forthwith upon the encumbrancer and such successive assigns respectively causing clause 2 hereof to be complied with and ceasing to be registered as the proprietor of the said land PROVIDED HOWEVER that the encumbrancer shall remain liable to use his best endeavours from time to time at the request and cost in all things of the encumbrancer.

5. Subject as aforesaid the encumbrancee shall be entitled to all powers and remedies given to an encumbrancee by the Real Property Act 1886 as amended from time to time.

6. AND it is hereby agreed that the costs in relation to the preparation, stamp duty and registration of this Encumbrance shall be borne by the Encumbrancer.



