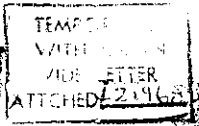


Nº.

~~4197323~~



Correct for the purposes of "The Real Property Act, 1886 (As Amended)"

# MEMORANDUM OF 4219684

ENCUMBRANCE

*Finlayson* Solicitors

MEKA SECURITIES PTY. LTD.

Encumbrancer

THE CORPORATION OF THE CITY OF MARION

Encumbrancee

MEMORANDUM: A Memorial of the within

Instrument No. \_\_\_\_\_ was entered in the

Register Book, Volume 4126 Folio 470

the \_\_\_\_\_ day of 2-10, 1978

at \_\_\_\_\_ o'clock.

*Finlayson*  
Deputy Registrar-General

FINLAYSON & CO.	
Lodged by	FINLAYSON & CO.
Correction to	FINLAYSON & CO.
Delivery of C.T. to	<i>Conservation</i>
Delivery of	FINLAYSON & CO.

Appeared before me at

the \_\_\_\_\_ day of \_\_\_\_\_ 19

of

a person known to me and of good repute, attesting witness to the within instrument, and acknowledged his signature to the same, and did further declare that

the part \_\_\_\_\_ executing the same \_\_\_\_\_ personally known to him the said

that the signature \_\_\_\_\_ to the said instrument \_\_\_\_\_ in the handwriting of the said

and that the said

did freely and voluntarily sign the same in the presence of him the said

and \_\_\_\_\_ at that time of sound mind

## FEES PAID

Time

L.T.O. Fees

Noting

Advertising

Appeared before me at

the \_\_\_\_\_ day of \_\_\_\_\_ 19

the part \_\_\_\_\_ executing the within instrument, being \_\_\_\_\_ person well known to me and did freely and voluntarily sign the same.

Appeared before me at

the \_\_\_\_\_ day of \_\_\_\_\_ 19

the part \_\_\_\_\_ executing the within instrument, being \_\_\_\_\_ person well known to me and did freely and voluntarily sign the same.

FINLAYSON & CO.

Solicitors

(JM)

33 PIRIE STREET

ADELAIDE

SOUTH AUSTRALIA

MEMORANDUM OF ENCUMBRANCE

MEKA SECURITIES PTY. LTD. of 65 South Terrace Adelaide 5000  
(hereinafter called "the encumbrancer" which expression  
shall be deemed to include when the encumbrancer is a Company  
its successors and assigns and when "the encumbrancer" is a  
person the heirs executors administrators and transferees of  
the encumbrancer and when "the encumbrancer" consists of more  
than one person all and every two or more of such persons  
jointly and each of them severally and the respective successors  
assigns heirs executors administrators and transferees of  
such Company or persons) being registered or entitled to be  
registered as the proprietor of an estate in fee simple  
subject however to such encumbrances liens and interests as  
are notified by memorandum underwritten or endorsed hereon  
in THAT PIECE of land being the allotment No. 2 <sup>in Plan No 1 of</sup> ~~in filed~~

*J* <sup>GRO PLAN No 1214 of 1978</sup> ~~plan no.~~ referred to in S.P.O. Docket No. 881/76

*J* and being portion of the land contained in Certificate of  
~~subject to Memorandum of Mortgage No. 3984063 to Lonsworth Finance Limited~~  
Title Register Book Volume 3010 Folio 128~~X~~ (which said estate

in fee simple is hereinafter called "the said land") AND

DESIRING to render the said land available for the purpose

of securing to and for the benefit of THE CORPORATION OF

THE CITY OF MARION of 670 Marion Road Parkholme 5043 in the

State of South Australia the performance of all the terms  
covenants and conditions hereinafter contained the payment  
of the sum of money and performance and observance

of the covenants on the part of the encumbrancer hereinafter contained DOTH HEREBY ENCUMBER the said land for the benefit of the said THE CORPORATION OF THE CITY OF MARION its successors and assigns (hereinafter designated "the encumbrancee" which term shall include every person for the time being entitled to the benefit of the covenants herein contained) with the payment of a perpetual yearly rent charge of Ten Cents (10¢) payable (if demanded) on the thirtieth day of June in each and every year commencing on the thirtieth day of June 1978 to the extent that the encumbrancee shall hold the said perpetual rent charge in fee simple AND DOTH HEREBY as such "the encumbrancer" and to the intent that it shall be binding on the encumbrancer and upon its respective successors and assigns and on each every such Allotment hereinbefore described and on all successive owners occupiers transferees and tenants thereof AND with the performance or observance of the covenants by the encumbrancer hereinafter contained AND the encumbrancer hereby covenants with the said The Corporation of the City of Marion (in addition and without prejudice to the covenants on the part of the encumbrancee and the powers rights and remedies of the said The Corporation of the City of Marion as an encumbrancee implied herein under and by virtue of the provisions of the Real Property Act 1886-1975 and amendments thereof for the time being in force except insofar as the same are hereby expressly or impliedly negatived or modified) in manner following that is to say:

1. The encumbrancer will pay to or for the benefit of the said The Corporation of the City of Marion during the continuance of this encumbrance the said annuity of the sum of Ten Cents (10¢) (if demanded) on the thirtieth day of June 1978 and each succeeding thirtieth day of June.
2. (a) The encumbrancer will not enter into any contract to sell and will not otherwise dispose of its estate or interest in the said land or any part thereof without first having given to the intending purchaser or transferee notice in writing in the following form namely:-

"Your attention is drawn to the fact that the land you are buying has been partly filled, and that the Corporation of the City of Marion will not permit any building on the land unless:-

  - (i) you obtain a soil report in respect of the building site from a consulting engineer or other qualified person;
  - (ii) the foundations of such building are constructed in accordance with such soil report and as recommended by such qualified person and the Building Surveyor of the Corporation of the City of Marion;
  - (iii) no building nor any part of a building is situated on any natural gully including

any such gully which may exist beneath filling; and

- (iv) stormwater is disposed of in such a manner that it will not cause any flooding on or erosion of the land you are buying or any other land."

(b) Such notice may be given by handing the same to the intending purchaser or transferee or by posting it by registered or certified mail to the intending purchaser or transferee provided that:-

- (i) if more than one person or corporation constitutes the intending purchaser or transferee such notice may be given or posted to any one of such persons or corporations;
- (ii) if the intending purchaser or transferee nominates a nominee or nominees to accept a transfer in lieu of the intending purchaser or transferee then the encumbrancer shall not be obliged to give any such notice to such nominee or nominees;
- (iii) such notice may be given in the same document as the vendor's statement required to be given pursuant to Section 90(1) of the Land and Business Agents Act, 1973 as amended.

(c) The encumbrancer will use his their or its best

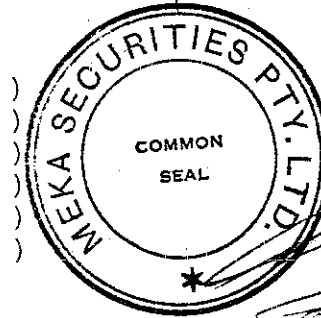
endeavours to obtain from the intending purchaser or transferee a written acknowledgement of such notice.

3. Any notice or demand to be given to or made upon the encumbrancer hereunder may be given or made by posting or delivering the same in writing signed by any officer of or solicitor or agent for and on behalf of the said The Corporation of the City of Marion to or at the registered office for the time being of the encumbrancer or (in case any encumbrancer for the time being hereunder is not a Corporation) by posting or delivering the same so signed to or at the encumbrancer's last known place of business or abode in South Australia and any notice posted under this encumbrance shall be deemed to have been received in due course of post.
4. PROVIDED ALWAYS and it is hereby agreed and declared between The Corporation of the City of Marion and the encumbrancer that Section 130 of the Real Property Act 1886-1975 shall not apply to this encumbrance and that the said MEKA SECURITIES PTY. LTD. and the successive transferees of the land from the said MEKA SECURITIES PTY. LTD. shall respectively be released and discharged from the payment of the said rent charge and from the performance and observance of the covenants herein contained or hereby implied forthwith upon the said

MEKA SECURITIES PTY. LTD. and the successive transferees  
of the said land respectively ceasing to be registered  
as proprietors thereof.

DATED the *4<sup>th</sup>* day of *May* 1978.

The COMMON SEAL of MEKA  
SECURITIES PTY. LTD. was  
hereto affixed in accordance  
with its Articles of  
Association in the presence  
of:-



*[Signature]*  
Director

*[Signature]*  
Secretary