

N **4895829**

PREFIX **E** NO

FORMAT 26

CT	4114	286	CT	4195	395
CT	4114	287	CT	4195	398
CT	4114	288	CT	4195	400
CT	4114	289	CT	4195	401

(SEE NOTE 2) *48/1/9*

**3** SERIES NO  
TO BE COMPLETED BY AGENT

NOTES

- Organisations 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.
- Format 26 is to be completed by the agent. The prefix C.T. C.L. etc. in the 2 panel box and the volume and folio reference in the 4 panel boxes respectively. Commence with the first digit of each reference in the left hand box and list multiple references horizontally e.g. **CT 11248 221**
- State whether the whole or portion only of the land comprised in the Certificate of Title (If portion only describe precisely.)
- Insert estate in fee simple estate as Crown Lessee (As the case may be)
- List encumbrances which affect the state being mortgaged only
- If address and or occupation has changed identify as 'formerly'
- If tenants in common in unequal shares then specify
- 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 person. If an executing party is a body corporate execution should conform to any prescribed formalities relating to the affixing of the common seal.
- The short form of proof is applicable where the witness is an authorised functionary
- The long form of proof is applicable where the witness is not an authorised functionary His address and occupation must be stated

REGISTRAR-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 AS AMENDED

(SIGNED)

*[Signature]*  
Solicitor/Licensed Land Broker/Encumbrancer

JEAN MATYSEK

	TIME
FEES	\$
R.G.O.	
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	

REGISTERED ON **30.8.1982** AT **11 AM/PM**  
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE  
REGISTER BOOK VOL **4195** FOLIO **395, 399, 400**  
**2401**

*[Signature]*

REGISTRAR-GENERAL

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by: **FINLAYSONS**  
Address: **211 VICTORIA SQUARE**  
**ADELAIDE**

Correction to **Finlaysons (TM)**

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

1	Received
2	items
3	No
4	
5	Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

1	
2	
3	
4	
5	

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

DELIVERY INSTRUCTIONS:

PLEASE DELIVER THE FOLLOWING ITEM  
TO THE UNDERMENTIONED AGENT(S)

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

\*FILL OUT POSTAGE DATE ONLY IF ITEMS ARE  
RETURNED BY CERTIFIED MAIL

\*FILL OUT POSTAL ADDRESS ONLY IF ITEMS  
ARE TO BE RETURNED BY CERTIFIED MAIL

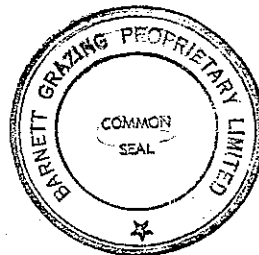
AGENTS  
INITIALS

BT 2186  
DATED THIS 23rd DAY OF NOVEMBER

PAGE 1  
1st April

8/22  
1981

The COMMON SEAL of BARNETT  
GRAZING PROPRIETARY LIMITED  
was hereunto affixed in  
the presence of:



J. J. Bowden  
DIRECTOR

Staver  
SECRETARY

EXECUTION AND  
ATTESTATION  
(See Note 8)

SHORT FORM OF  
PROOF  
(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)

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)

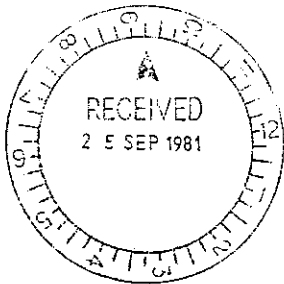
Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
(hereinafter referred to as "the witness"), a person known to me and of good repute, attesting witness to this instrument, and acknowledged his signature to the same, and did further declare that the encumbrancer, the party 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 \_\_\_\_\_ 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)

COVENANTS—continued

- 2.(a)(2)(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) any other recommendations in such soil report are followed."
- (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 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 encumbrancer's last known place of business or abode in South Australia or to or at the registered office for the time being of the encumbrancer (in case any encumbrancer for the time being hereunder is a corporate body) 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 1886-1980 shall not apply to this encumbrance and that the said Barnett Grazing Proprietary Limited and the successive transferees of the said land from the said Barnett Grazing Proprietary Limited 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 Barnett Grazing Proprietary Limited and the successive transferees of the said land respectively ceasing to be registered as proprietors thereof.

## MEMORANDUM OF ENCUMBRANCE



Those pieces of land being Allotments 7, 8, 9 <sup>and 11</sup> in SPO Docket No. 444/80/3 Filed Plan 16092 and being the whole of the land in Certificate of Title Register Book Volume 4114 Folios 287 and 288 and portion of the land in Certificate of Title Register Book Volume 4114 Folio 286 and Allotment 10 in SPO Docket 443/80/3 Filed Plan 16090 and being portion of the land in Certificate of Title Register Book Volume 4114 Folio ~~285 and~~ 286.

DESCRIPTION OF LAND  
(See Note 3)

ESTATE AND INTEREST  
(See Note 4)

Estate in fee simple

ENCUMBRANCES  
(See Note 5)

*ALL* SUBJECT TO THE RIGHTS AND LIBERTIES GRANTED BY THE ENCUMBRANCOR TO THE MINISTER OF WATER RESOURCES BY A GRANT OF EASEMENT DATED 15/4/87 LOGGED

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

BARNETT GRAZING PROPRIETARY LIMITED of 94b Jetty Road Glenelg 5045

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

THE CORPORATION OF THE CITY OF MARION of 670 Marion Road Parkholme 5043

THE ENCUMBRANCOR HEREBY ENCUMBERS THE ESTATE AND INTEREST HEREIN SPECIFIED IN THE LAND ABOVE DESCRIBED FOR THE BENEFIT OF THE ENCUMBRANCEE SUBJECT HOWEVER TO THE ENCUMBRANCES AS SHOWN HEREON WITH AN ANNUITY OF Ten cents (10¢) TO BE PAID TO THE ENCUMBRANCEE (a) if demanded on the 30th day of June in each and every year commencing on the 30th day of June next hereafter  
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 hereafter

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

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

#### COVENANTS

1. The encumbrancor (which expression includes when "the Encumbrancor" is a corporate body its successors and assigns and when "the Encumbrancor" 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 all of them jointly and each of them severally and the respective successors assigns heirs executors administrators and transferees of all of them) encumbers the said land for the benefit of the Encumbrancee (which expression includes its successors and assigns) and covenants with the Encumbrancee (in addition and without prejudice to the covenants on the part of the Encumbrancor and the powers rights and remedies of the Encumbrancee as encumbrancee implied by the Real Property Act 1886-1980 and its amendments except insofar as they are hereby expressly or impliedly negated or modified) as follows.
2. (a) The Encumbrancor 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 facts that:

  - (1) The land you are buying has been filled.
  - (2) The Encumbrancee 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;