

N  
PREFIX E C NO. **6579108**

(SEE NOTE 2)

2 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.
- Form 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. C.T. 1248 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.

BELOW THIS LINE FOR OFFICE USE ONLY

EXAMINATION

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

REGISTERED ON 20.2.1989 AT 15:00 AM/PM  
BY ENTRY OF A MEMORIAL OF THIS INSTRUMENT IN THE  
REGISTER BOOK. VOLS 4 FOLIOS as within



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)

Owen H. Kew Solicitor/Licensed Land Broker/Encumbrancee

84 AUG 1988

TIME	1:05
FEES	38.00
R.G.O.	
POSTAGE	
ADVERTISING	
NEW C.T. TO ISSUE	

REFILED

OFFICE NOTES:

INSTRUMENT NO. 10

30.00

BELOW THIS LINE FOR AGENT USE ONLY

Lodged by:  
Address:

**ALDERMANS**  
167 FLINDERS ST.  
ADELAIDE 5000

Correction to

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

- C.T. 4312 / 977, 978, 981, 982, 983, 998, 999
- CTS 4313 / 1-2 inclusive
- 
- 
- 

Received  
items  
No. 1  
Assessor

PLEASE ISSUE NEW CERTIFICATES OF TITLE AS FOLLOWS

- 
- 
- 
- 
- 

ITEM(S) DELIVERED—POSTED

IN ACCORDANCE WITH DELIVERY INSTRUCTIONS

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

DELIVERY INSTRUCTIONS:

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

ITEM: CT/CL REF.	AGENT'S NAME	AGENT/RGO BOX No.	POSTAL ADDRESS*
C14312/977	ANZB	78	
978, 981, 982, 983, 998, 999	ANZB	78	
C14313/1-4	ANZB	78	
dup. En	ANZB ALDN	78	

\*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

AGENT'S INITIALS

A

DATED THIS 17<sup>th</sup> DAY OF

June

19 88.

SIGNED for and on behalf of  
HOOKEE CORPORATION. LIMITED  
 by its duly appointed Attorney  
DAVID NATHAN HILLAN of Judds  
Homestead Bolivar Road  
Paralowie South Australia  
 in the presence of:

HOOKEE CORPORATION LIMITED  
 by its Attorney

.....  
D N HILLAN  
 Power of Attorney No 615 9174

EXECUTION AND  
 ATTESTATION  
 (See Note 8)

*[Signature]*  
 A Commissioner for taking Affidavits  
 in the Supreme Court of South Australia.

THE SEAL of THE CORPORATION  
OF THE CITY OF MARION was  
 hereunto affixed in the  
 presence of:

..... *[Signature]* Mayor

..... *[Signature]* Town Clerk

SHORT FORM OF  
 PROOF  
 (See Note 9)

Appeared before me at Adelaide the 16<sup>th</sup> day of June 1988  
DAVID NATHAN HILLAN, the Attorney of  
 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.

Appeared before me at

the

*[Signature]*  
 A Commissioner for taking Affidavits  
 in the Supreme Court of South Australia. 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

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE AS FOLLOWS:-

- 1 The Encumbrancer encumbers the land for the benefit of the Encumbrancee and further covenants with the Encumbrancee not to suffer or permit vehicular ingress or egress to or from the land to be other than by way of Westcliff Court.
- 2 The Encumbrancer means the person whose name address and occupation appear at the head of these presents and shall include the transferees or assigns of the Encumbrancer and shall also include the executors or administrators of every natural person who is an Encumbrancer and the successors of a corporation which is the Encumbrancer. All words referring to the Encumbrancer shall be deemed to be in the plural number when there is more than one Encumbrancer and where the Encumbrancer shall be female or a corporation the masculine gender shall be read as the feminine or neuter gender as the case may be. In the event that there being more than one Encumbrancer party to this instrument all covenants and agreements herein contained shall be construed as joint and several.
- 3 It is hereby agreed and declared between the Encumbrancer and the Encumbrancee that the Encumbrancer shall be released and discharged from the payment of the said rent charge and from the observance and performance of the several covenants conditions and restrictions hereinbefore contained forthwith upon the Encumbrancer respectively ceasing to be registered as the proprietor of the land and to the intent that the rent charge and covenants conditions and restrictions shall be binding upon the registered proprietor or proprietors of the said land for the time being.
- 4 Subject as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to an Encumbrancee by the Real Property Act 1886 as amended.

# MEMORANDUM OF ENCUMBRANCE

Form M.2

A

The whole of the land comprised in Certificates of Title Register Book Volume 4312 Folios 977, 978, 981, 982, 983, 998 and 999 and Register Book Volume 4313 Folios 1 - 4 inclusive ✓

COMPASSIONED BY STAMPS  
S.A. STAMP DUTY  
ADJUDGED  
NOT LIABLE  
20/07/88 02:56

DESCRIPTION OF LAND  
(See Note 3)

ESTATE AND INTEREST  
(See Note 4)

Estate in fee simple ✓

01196853

ENCUMBRANCES  
(See Note 5)

Nil

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

HOOKER CORPORATION LIMITED of C/- Hooker Land Developments  
17th Floor 33 King William Street Adelaide 5000 ✓

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

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

(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.

THE ENCUMBRANCER 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 (\$0.10) per annum TO BE PAID TO THE ENCUMBRANCEE (a). if and when demanded for a term of Three Thousand Nine and Ninety Nine Years (3999 years) AT THE TIMES AND IN THE MANNER FOLLOWING (b)

on the 21<sup>st</sup> day of June in each and every year

IT IS COVENANTED BETWEEN THE ENCUMBRANCER AND ENCUMBRANCEE AS FOLLOWS:—