

Mortgage Terms

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Mortgage Terms

1 Your obligations

a. What you must pay

You must pay us all money that you owe us now or in the future under this mortgage or a secured arrangement. A secured arrangement is any arrangement which you have agreed is secured by this mortgage (for example, a home loan or a guarantee).

You mortgage the property to us to secure payment of these amounts.

We will discharge this mortgage at your request when you have paid all of the amounts secured by this mortgage.

b. What you confirm

You confirm that each of these statements is true and must tell us if this changes at any time:

- you own the property or will upon settlement;
- having made reasonable enquiries, to the best of your knowledge no one else has any interest in or rights over the property, except:
 - as set out on the Mortgage Form or noted on the titles register; and
 - leases which you have told us about in writing;
- you do not own the property as trustee (unless you have told us in writing);
- having made reasonable enquiries, to the best of your knowledge there is nothing on or relating to the property which might lead to a claim against you or us;
- all information you have given us in connection with this mortgage and any secured arrangement is complete, correct and not misleading;
- you haven't withheld any information that we reasonably consider would have caused us not to enter into this mortgage or any secured arrangement; and
- there is no default (see the *Default* section).

c. Additional confirmation if you are a corporation

If you are a corporation, you also confirm that each of these statements is true and must tell us if this changes at any time:

- you will be able to satisfy your obligations to us under this mortgage;
- entering into and complying with this mortgage will not result in you breaching any law or obligation you have to any other person or your constituent documents;

- you are not a subsidiary of, nor controlled by, a listed company within the meaning of the *Corporations Act 2001* (Cth);
- you will obtain a commercial benefit from entering into this mortgage; and
- your obligations under this mortgage are enforceable according to its terms (and you have not claimed they are not).

d. Additional confirmations if this is a mortgage of a lease

If all or part of the property is a lease, you also confirm that each of these statements is true and must tell us if this changes at any time:

- having made reasonable enquiries, to the best of your knowledge each other party to the lease has complied with its obligations under the lease and they don't have any right, without your consent, to:
 - vary the lease or bring it to an end;
 - refuse to comply with any of their obligations under the lease;
- you've obtained the written consent of the landlord and any other relevant person to the granting of, and exercise of, our rights in connection with, this mortgage, any sub-lease, licences and other arrangements in connection with the lease;
- you've complied with the requirements, if any, in any consent you've obtained; and
- you've told us about any occupants of the land and the terms of occupancy.

e. Your other obligations

Secured arrangements

You must comply with each secured arrangement.

Protect the security

You must do whatever we reasonably ask to:

- maintain and protect:
 - the property and its value;
 - your title to the property; and
 - our interest in the property.

Maintenance work

You must:

- maintain and protect the property and its value; and
- tell us if the property is defective or damaged in a way that could affect the value of the property.

Building work

You must:

- get our consent and all necessary approvals from authorities before you carry out or permit any building work;
- ensure that any building work complies with the law, including requirements of authorities, easements and covenants which affect any building work; and
- ensure that all building work is done competently.

Expenses

You must pay all expenses relating to the property, including rates, taxes and any amounts payable to a body corporate.

Law

You must:

- comply with the law with respect to the property and ensure everything done on the property complies with the law;
- if the property is strata title, unit title, group title or similar, comply with any by-laws, rules or articles that apply to the property; and
- make sure there is nothing on or relating to the property which might lead to a claim against you or us.

Selling, renting or mortgaging the property

You must get our consent before you allow any interest in the property or this mortgage to arise or be varied. For example, you must contact us to get our consent before you sell, rent or mortgage the property.

Other securities

- If we consent to another security over the property, we may require you to get an agreement acceptable to us regarding the priority between this mortgage and the other security.
- You must ensure that the amount secured under any other security over the property is not increased without our consent.
- You must comply with any obligation in connection with any other security over the property.

Leases

You must:

- enforce any lease or other right or agreement relating to all or part of the property;
- use reasonable efforts to ensure the lessee or other party complies with their obligations; and
- not end or change any such lease, right or agreement or waive any term in it.

If all or part of the property is a lease, you must not:

- do anything that would bring the lease to an end or allow someone else to bring it to an end; and
- allow the lease to expire without renewing it.

Insurance

You must maintain:

- insurance over the property and any building work against fire and other usual risks for an amount at least equal to their full replacement cost;
- public liability insurance covering the property and any building work; and
- any other insurance we reasonably require in connection with the property.

You must do your best to ensure that nothing happens that could allow an insurer to refuse a claim and tell us if anything could allow an insurer to do this.

Each insurance policy must:

- note our interest as mortgagee;
- be on terms and for an amount satisfactory to us acting reasonably; and
- be with an insurer we approve, acting reasonably.

You must produce evidence satisfactory to us of current insurance cover whenever we ask for it.

Insurance claims

You must tell us if you make an insurance claim or all or part of an insurance claim is refused.

We can take over your rights to make, pursue or settle an insurance claim. We will tell you before we do so. We can exercise those rights in any reasonable way we choose.

You will hold any proceeds of an insurance claim on trust for our benefit.

Unless the law requires otherwise, we may apply or direct the proceeds:

- towards payment of the amounts secured by this mortgage (even if it is not yet due for payment);
- towards restoring the property; or
- into an account from which you can apply them towards restoring the property.

Documents of title

You must give us custody of all documents of title relating to the property.

Information

You must promptly give us any information and documents we reasonably request.

2 Our powers

a. General powers

We may do any of the following at any time:

- enter and inspect the property. We will give you reasonable notice unless there is an emergency. You must help us to gain entry, including by getting any consent necessary;
- anything which you should have done under this mortgage but have either not done or in our reasonable opinion have not done properly. If we do so, you must pay our reasonable expenses;
- debit your account with amounts you owe;
- complete this mortgage and fill in any blanks; or
- notify anyone of this mortgage.

b. Default

When are you in default?

You will be in default if:

- you fail to pay us an amount when it is due under this mortgage;
- you or a guarantor become bankrupt or insolvent or enter into any arrangement with any creditors;
- you don't comply with the law and in our opinion it has a material impact on your obligations under this mortgage or a secured arrangement; or
- you or a guarantor engage in conduct that is misleading in an important way in relation to this mortgage or a secured arrangement;
- you use a loan provided under a secured arrangement for an unapproved purpose;
- you or a guarantor do not maintain the insurance we require;
- you or a guarantor deal with, or attempt to deal with, any secured property in breach of this mortgage.

What can happen if you are in default?

If you are in default we may send you a default notice giving you 31 days to remedy the default. If:

- you do not comply with a default notice; or
- we are not required by law to give you a default notice

then we may:

- require you to pay us all amounts secured by this mortgage immediately;
- take possession of the property. We can remove personal possessions and other things on the property and store them at your risk. If you do not reclaim them within

a reasonable time, we may dispose of them and pay any proceeds into your account, or the account of their owner;

- collect as your agent any rent and other amounts owing to you in respect of the property. If we want to collect them you must direct your tenants to pay the rent or other amounts to us;
- do anything an owner or receiver of the property could do, including improving, selling or leasing it; and
- appoint a receiver to do any of those things and anything else the law allows a receiver to do.

You must pay us all amounts which we reasonably spend or incur in relation to:

- entering into this mortgage;
- administering this mortgage;
- enforcing this mortgage; or
- protecting or maintaining the property after breach occurs.

Despite anything in any secured arrangement, if you are in default, we need not make a loan or provide any other form of finance secured by this mortgage.

c. Receivers

If we appoint a receiver, the receiver is your agent unless we notify you that the receiver is to act as our agent. You are solely responsible for anything done, or not done, by a receiver and for the receiver's pay and costs. We may set a receiver's pay, remove a receiver and appoint a new or additional receiver, as we choose.

d. Power of attorney

You appoint us or any of our representatives and each receiver as your attorney to do any of the things set out in the *What can happen if you are in default?* section. You cannot revoke this appointment.

e. Disposal of the secured property is final

You agree that if we or a receiver sell or otherwise dispose of the property:

- you won't challenge the acquirer's right to acquire the property for any reason and you won't seek to reclaim the property; and
- the person who acquires the property need not check whether we or the receiver had the right to dispose of the property or whether we or the receiver exercise that right properly.

f. What can happen on bankruptcy

On your bankruptcy a court may set aside this mortgage. Also, on your bankruptcy or the bankruptcy of any other party to a secured arrangement, the court or the trustee may require us to pay money.

You agree that you will:

- do anything we ask to restore the mortgage if it is set aside; and
- pay us any amounts that we are required to pay.

g. Use of money

We will apply any money received from you under this mortgage towards the amounts secured by this mortgage, unless we are obliged to pay the money to someone with a prior claim to it.

If, when we receive the money, any part of the amounts secured by this mortgage is not then due for payment, we may retain an amount equal to that part. We must hold it in an interest bearing account and use it (and any net interest after tax) to pay the amount when it becomes due for payment.

h. Set off/Deduction

If you have any money in any account with us we can (but do not need to) use that money to pay the amounts secured by this mortgage.

You cannot deduct any amount you claim is owed to you (by us or anyone else) from the amounts secured by this mortgage.

i. Exercising our rights

We can exercise all the other rights and powers we have under law even if they overlap with those in this mortgage. If we do not do so as soon as we are able to, we may do so later and may do so more than once.

j. Transfer

You may not assign, novate or transfer your rights under this mortgage or any secured arrangement.

We can assign, novate or transfer this mortgage, the debts it secures, and any secured arrangement to someone else.

You agree to us giving information to that person about you, your mortgage, the property and any secured arrangement.

k. Delegation of powers

We may delegate some or all of our powers to someone else. If we do so, then anything done by our delegate will take effect as if it had been done by us.

3 General information

a. Notices

A notice or demand under this mortgage will be served on you if:

- it is served personally;
- it is left at the property or your last address known to us; or
- it is sent by mail to the property or your last address known to us and will be regarded as having been delivered in the ordinary course of post, even if it never arrives.

We may serve court documents in the same way.

b. Governing law and jurisdiction

Any court cases involving this mortgage can be held in a court of any state or territory of Australia.

The law of the place where the property is located applies to this mortgage.

c. Banking Code of Practice

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (**Banking Code**) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on our website or ask us for a hard copy in branch or over the phone.

d. Provisions prohibited by law

If any part of a term of this mortgage:

- is unenforceable at law;
- doesn't comply with a law; or
- imposes an obligation or confers a right, power or remedy prohibited by law, that part of the term is omitted or varied to the extent necessary to comply with that law.

e. Further steps

You must do anything which we ask and reasonably consider necessary to:

- ensure that this mortgage is enforceable, perfected and otherwise effective;
- ensure this mortgage has the priority we require;

- enable us to register the power of attorney (see the *Power of attorney* section); or
- verify your identity or the identity of any person who signs this mortgage on your behalf.

f. Counterparts

This mortgage may consist of a number of copies, each signed or accepted by one or more parties to it. If so, the signed or accepted copies are treated as making up a single document.

4 Trustee

If you give this mortgage as trustee of any trust, you confirm that this mortgage is for the benefit of the trust, you have authority to grant this mortgage, you have the right to be fully indemnified out of trust assets for obligations incurred under this mortgage and that the trust assets are sufficient to cover your financial obligations under this mortgage when they are due (taking into account all other trust liabilities).

5 Definitions

Below is an explanation of some of the words we use in this mortgage.

Building work: building work, excavation or earthworks on the property, work demolishing, removing or altering any part of the property, or any building or development work required by an authority in connection with the property.

Property: All the property mortgaged by this mortgage, including:

- the land or lease of land referred to on the Mortgage Form (or if the relevant blank has not yet been filled in, the land or lease described in a secured arrangement);
- the house or unit and all other buildings and improvements on the land; and
- all rights attaching to the land or lease.

Where this mortgage is of a lease of land, it includes the land which is the subject of the lease, and the house or unit and other buildings and improvements on the land.

Receiver: any receiver or receiver and manager

St.George/we/us/our: St.George Bank – A Division of Westpac Banking Corporation (ABN 33 007 457 141 AFSL and Australian credit licence 233714).

You: The person or entity described as a mortgagor on the Mortgage Form. If there is more than one, it includes any one or more of you.

Where there is more than one of you, each of you is individually liable for any amount owing under this mortgage. Your liability will continue even if one or more of the other mortgagors is no longer liable.

State or Territory	Registration number
Australian Capital Territory	2268339
New South Wales	AP965564
Northern Territory	372316
Queensland	719954325
South Australia	13271760
Tasmania	M652
Victoria	AA6054
Western Australia	0366098
Norfolk Island	NIO14

