

Form 3.

Under the Discharged Soldiers Settlement Amendment Act, 1917.

MEMORANDUM OF MORTGAGE.

(hereinafter called "the mortgagor"), being registered as proprietor of an estate [Here state nature of the estate or interest] subject, however, to such encumbrances, liens, and interests as are notified by memoranda underwritten or endorsed hereon, in piece of land situated in the [District, county, hundred, or township] containing [Here state the area, exclusive of roads, intersecting the same, if any], be the same a little more or less [Here state rights-of-way, privileges, or easements, if any, intended to be conveyed; if the land to be dealt with contains all that is included in an existing grant, or certificate of title, or lease, refer thereto for description and diagrams; otherwise set forth the boundaries in chains, links, or feet, and refer to plan thereof on margin of or annexed to the lease, or deposited in the Registry Office].

Whereas the mortgagor has, pursuant to the provisions of section 2 of the Discharged Soldiers Settlement Amendment Act, 1917, received an advance of £ from His Majesty the King (hereinafter called "the mortgagee"):

Now, therefore, in consideration of such advance the mortgagor doth hereby covenant with the mortgagee as follows:—

1. That the mortgagor will pay to the mortgagee at the office of the Commissioner of Crown Lands at the moneys hereby secured, together with interest thereon at the rate of five pence per centum per annum, from the first day of , by instalments of each payable on the first day of January and first day of July in each year during the period of years from the first day of , and one instalment of £ payable on the first day of January or July next following the date upon which the last of the aforesaid instalments becomes due and payable.

With the first instalment the mortgagor will pay to the mortgagee the sum of £ in payment of interest on the amount of the advance for the period from to

All moneys paid by the mortgagor in respect of instalments shall be applied by the mortgagee in payment of interest and principal in the proportions applicable to the appropriate payment calculated in accordance with

2. The mortgagor may at any time, without previous notice of intention so to do, pay to the mortgagee the amount (in no case less than ten pounds) of principal included, according to the table in the , in any number of consecutive half-yearly instalments next succeeding the instalment corresponding to the half-yearly period then current.

The payment of any such amount shall not affect the periodical continuity of half-yearly instalments, but the amount of principal and interest included in the succeeding instalments shall be calculated according to the said table as if the half-yearly periods corresponding to the instalments of principal so paid had expired, and the period of years during which instalments of principal and interest would have been payable shall be reduced accordingly.

3. That the mortgagor will forthwith insure, and so long as any money remains owing on this security will keep insured, all buildings and erections for the time being situate on the said land against loss or damage by fire, in the name of the mortgagee, to their full insurable value, in the State Fire Insurance Office, or other reputable insurance office to be from time to time approved by the mortgagee, and will duly and punctually pay all premiums and sums of money necessary for the purpose of keeping every such insurance on foot; and will, not later than the forenoon of the day on which any premium falls due, deliver the receipt therefor to the mortgagee, who shall also be entitled to the exclusive custody of all policies of insurance.

4. That the mortgagor will from time to time, so long as any money remains owing on this security, well and substantially repair, and keep in good and substantial repair and condition, all buildings or other improvements erected and made upon the said land; and that the mortgagee may at all times be at liberty, by himself, his agents or servants, to enter upon the said land to view and inspect the said buildings and improvements.

5. That if the mortgagor fails or neglects to insure or keep insured the said buildings and erections as aforesaid, or to deliver any premium receipt as aforesaid, or to repair the said buildings and improvements, or to keep them in good and substantial repair and condition as aforesaid, then and in any such case, and as often as the same shall happen, it shall be lawful for but not obligatory on the mortgagee, at the cost and expense in all things of the mortgagor, to insure the said buildings or any of them in such sum as aforesaid or in any less sum, or to pay such premium, or to repair the said buildings and improvements and keep them in good and substantial repair and condition.

6. That in the event of the said buildings and erections or any of them being destroyed or damaged by fire, all moneys received by the mortgagee under any insurance in respect of such destruction or damage shall be applied at his sole option either in or towards rebuilding or repairing the buildings and erections so destroyed or damaged, or in or towards payment of the principal, interest, and other moneys for the time being covered by this security, notwithstanding that the same or any of them may not have accrued due under the terms of these presents.

7. That all moneys expended by the mortgagee in and about effecting or keeping on foot any insurance as aforesaid, or in repairing or keeping in repair any of the said buildings and improvements as aforesaid, or in attempting to exercise or enforce any power, right, or remedy herein contained or implied in favour of the mortgagee, shall be payable to him by the mortgagor on demand, and until paid shall be charged on the said land, together with interest at the rate of five per centum per annum computed from the date or dates of such moneys being expended.

8. That the power of sale and incidental powers in that behalf conferred upon mortgagees by the Land Transfer Act, 1915, shall be implied herein, with this modification: That they may be exercised without any notice or demand whatsoever if and whenever the mortgagor make default for fourteen days in the full and punctual payment of any moneys hereby secured, or the interest thereon, in accordance with the respective covenants for payment thereof herein contained; or if and whenever the mortgagor make default in the faithful observance and performance of any other covenant or condition on his [their] part herein contained or implied.

9. That if and whenever the mortgagor make any such default as in the last preceding covenant mentioned it shall be lawful for the mortgagee to call up and compel payment of all principal, interest, and other moneys for the time being owing under this security, notwithstanding that the time or times hereinbefore appointed for the payment thereof respectively may not have arrived.

10. That the covenants, powers, and provisions implied in mortgages by the Land Transfer Act, 1915, are modified or negatived in so far as they are inconsistent with or repugnant to these presents.

11. That in the case of lands held under lease or license the mortgagor will at all times punctually pay the rent or other payments reserved by, and faithfully perform and observe all the covenants and conditions contained in, the lease or license herein mentioned; and that if he [they] fail or neglect so to do it shall be lawful but not obligatory on the mortgagee so to do at the cost and expense in all things of the mortgagor; and all moneys so expended by the mortgagee shall be payable to him by the mortgagor on demand, and until paid shall be charged on the said land, together with interest at the rate of five per centum per annum computed from the date or dates of such moneys being expended.

12. That the mortgagor will at all times cultivate and manage the mortgaged land in a skilful and proper manner, and according to the rules of good husbandry.

13. All the powers and duties conferred by these presents upon the mortgagee or directed or implied by statute shall, on behalf of the mortgagee, be exercisable and may be performed in his own name by the Commissioner of Crown Lands for the time being for the Land District.

14. That upon the transfer otherwise than by virtue of a will or intestacy to any person other than a discharged soldier as defined by the Discharged Soldiers Settlement Act, 1915, or the amendments thereof, of the lands hereby mortgaged, or of the whole or any part of the mortgagor's interest therein, all principal moneys due hereunder, together with interest thereon to the date of payment, shall become immediately due and payable to the mortgagee.

15. That in the case of lands held under lease or license the mortgagor doth hereby appoint the Commissioner of Crown Lands for the time being for the Land District, of to be the attorney and agent of the mortgagor, in his name and on his behalf to do all things, give all notices, and execute all deeds and documents necessary to obtain an extension or renewal of the said lease or license, and on the completion of the same to execute such mortgage or mortgages as may be necessary or required to charge the interest of the mortgagor in such renewed or extended lease or license with the balance of moneys still due and owing under this mortgage.

And it is hereby declared that the provisions of the regulations made by Order in Council dated the day of , 1917, are implied herein so far as applicable, and shall have the same force and effect as if the same were set out in full.

And for the better securing to the said mortgagee the repayment in manner aforesaid of the said principal sum