

FIFTH SCHEDULE.

FORM No. 19.

A.

[This is the paperwriting marked "A" referred to in the affidavit of \_\_\_\_\_ annexed hereto and sworn at \_\_\_\_\_ the day of \_\_\_\_\_, 19\_\_\_\_, before me \_\_\_\_\_ a Solicitor of the Supreme Court of New Zealand, or a Justice of the Peace for the Dominion of New Zealand.]

THIS DEED made the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ between [Full name and address and occupation of each grantor] (hereinafter called "the grantor" which expression shall where not inconsistent with the context include\* each of the parties aforesaid and \_\_\_\_\_ executors administrators and assigns) of the one part and the Rural Intermediate Credit Board a body corporate established by "The Rural Intermediate Credit Act 1927" (hereinafter called "the Board" which expression shall where not inconsistent with the context include its successors agents and assigns) of the other part.

Whereas the grantor is [are] the true owner and in possession of the stock and chattels described in the First Schedule hereto and has applied to the Board for a loan thereon :

Now this deed witnesseth that in consideration of the sum of £ \_\_\_\_\_ lent to the grantor by the Board (the receipt of which sum is hereby acknowledged) and of such "further advances" as the Board in its absolute discretion may make to the grantor the grantor do hereby assign transfer and set over unto the Board all and singular the stock and chattels mentioned and described in the First Schedule hereto the said stock being branded earmarked and/or marked as follows† :—

Brand or Mark.	Earmark.	
	Males.	Females.

And also all and singular the stock which shall at any time hereafter during the continuance of this security be in upon or about or belonging to the lands and premises mentioned in the First Schedule hereto or any other lands which may now or hereafter during the continuance of this security belong to or be used or occupied by the grantor whether worked in conjunction with the lands mentioned in the First Schedule hereto or otherwise. And also any other stock which may now or shall at any time hereafter during the continuance of this security belong to the grantor wherever the same may be depasturing. And all the natural increase of any of the said stock. And all the wool which shall during the continuance of this security grow upon any sheep comprised in or for the time being bound by this security and that both before and after such wool is shorn. And all the milk which shall be produced during the continuance of this security from any cows comprised in or for the time being bound by this security (excluding however the milk used or required by the grantor for personal or household consumption). And also the said brands earmarks and marks shown above being the registered brands earmarks and marks of the grantor and the exclusive right to use the same for branding or marking stock as well as all instruments for the time being and from time to time used by the grantor for branding earmarking or marking stock. And also the crops now sown or grown or to be sown in or upon the lands and premises of the grantor mentioned in the First Schedule hereto. And also all stock and chattels whatsoever which shall hereafter be acquired by the grantor whether in addition to or in substitution for the stock and chattels described in the First Schedule hereto or any of them and shall be used in or about the business for the time being carried on or to be carried on by the grantor upon the lands mentioned in the said First Schedule or any other lands as aforesaid. To hold unto the Board by way of mortgage for securing the payment by the grantor to the Board of the said principal sum of \_\_\_\_\_ and all "further advances" from time to time made by the Board to the grantor upon demand together with interest thereon at the rate of \_\_\_\_\_ per centum per annum computed as to the said principal sum from the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ and as to any such "further advances" from the time or times of making the same respectively. Provided always that nothing herein contained shall render it obligatory upon the Board to make any "further advance."

And this deed also witnesseth that it is hereby covenanted agreed and declared by and between the parties hereto as follows :—

1. The grantor will "upon demand pay the balance due upon the account current between them" the grantor and the Board.

2. Until the Board shall make demand for payment of the principal moneys hereby secured the grantor shall pay the interest hereinbefore mentioned by equal half-yearly payments on the \_\_\_\_\_ day of the months of \_\_\_\_\_ and \_\_\_\_\_ in every year upon which dates the said interest if unpaid shall become chargeable with interest as upon further advances.

3. Until the Board shall make demand for payment of the principal moneys hereby secured the grantor will pay to the Board in and towards payment of the said principal moneys the following sums upon the following dates that is to say :—

Provided that nothing in this covenant contained shall be construed to prejudice or limit the right of the Board at its pleasure to demand at any time the payment of all moneys for the time being secured by this instrument.

\* When there is only one grantor the words "each of the parties aforesaid and" are to be struck out.

† No instrument must be executed until both the proper brand and earmark have been inserted.