

FORM NO. 20.

GUARANTEE FORM.

(To be used when the guarantee is to be signed by one person only as guarantor.)

To the Rural Intermediate Credit Board.

IN CONSIDERATION of your accepting and acting on this guarantee and of all or any advances or advance made either at the time of your receiving this guarantee or at any time afterwards to [*Name and description of individual or company guaranteed*] of (hereinafter called "the principal debtor(s)") (or any or either of them) and in consideration of your forbearing for one day to press for payment of past advances (if any) by you to the principal debtor(s) (or any or either of them) or of any one or more of the aforesaid considerations (without prejudice to your proving any consideration not hereinbefore stated) I the undersigned [*Name, address, and occupation of guarantor*] of hereby agree with you as follows:—

1. I guarantee payment to you on demand of all sums of money whatsoever in which the principal debtor(s) (or any or either of them) either alone or jointly with any other person now is (are) or may at any time become indebted or liable to you with interest and all costs and expenses which you may incur in enforcing any security for or obtaining payment of all or any part of the moneys hereby guaranteed or in perfecting or protecting any security held by you in respect of the moneys hereby guaranteed or any part thereof. And I understand and agree that interest shall be chargeable at the rate agreed on between you and the principal debtor(s) and shall continue to be chargeable until all moneys hereby guaranteed are fully paid and until then shall be capitalized half-yearly in accordance with your agreement with the principal debtor(s) and that all such interest is covered by this guarantee.

2. This guarantee is and shall be a continuing guarantee irrespective of what moneys may from time to time be received by you to the credit of the principal debtor(s) and notwithstanding any statement or settlement of account, and notwithstanding the fact that payments by or on behalf of the principal debtor(s) may temporarily have extinguished the indebtedness of the principal debtor(s).

3. This guarantee shall be without prejudice to and shall not be affected nor shall I be exonerated by any of the matters following:—

- (a) Any securities negotiable or otherwise which you may now or hereafter hold from the principal debtor(s) or any other person in respect of any money hereby guaranteed;
- (b) Any arrangement made by you at your discretion for the variation exchange renewal release or modification of or refusal to complete or enforce or assign any judgments specialties or other securities or instruments negotiable or otherwise whether satisfied by payment or not;
- (c) Any time given or extended to the principal debtor(s) or any other persons (including drawers acceptors or endorsers of negotiable or other instruments or securities) or other indulgence granted to or composition compromise or arrangement made with the principal debtor(s) or any other persons whether with or without notice to me.

4. All money received by you from the principal debtor(s) (or any or either of them) or from any other persons or estates and capable of being applied by you in reduction of the money hereby guaranteed or any part thereof shall be regarded for all purposes as payments in gross and should the principal debtor(s) (or any or either of them) become bankrupt or insolvent you may at your discretion prove in the bankruptcy or insolvency for the whole indebtedness or liability and no money so received by you shall be considered as received in respect of this guarantee but the full amount hereby guaranteed shall be payable until you shall have received from all sources twenty shillings in the pound and I undertake not to prove for accept or take the benefit of any dividend or composition in competition with you under any bankruptcy winding up or administration or any assignment arrangement or composition for the benefit of creditors and I authorize you by any of your officers to prove or at your request I undertake to prove for your benefit against the estate of the principal debtor(s) (or any or either of them) for any sum or sums of money paid to you under this guarantee and for which you may not have proved.

5. So far as I am concerned you are to be under no obligation whatever to take any security or to register any mortgage agreement to mortgage letter of lien transfer of shares or any other instrument of security which you now hold or may hereafter take in respect of the moneys hereby guaranteed or part thereof or to lodge any caveat or to give any notice in respect thereof or to keep alive any policy of insurance or the subject matter of any security or to require any mortgage or other document to be executed pursuant to any agreement or instrument or otherwise to perfect or to give effect to any security further or otherwise than as and when you may in your own discretion for your own protection think fit and no delay or omission on your part so to do or any loss arising from such delay or omission is to prejudice or affect my liability under this guarantee.

6. This guarantee is to be binding although the amount guaranteed does or shall exceed the limit of my liability hereunder hereinafter specified.

7. This guarantee shall at all times be enforceable notwithstanding that any bills or other instruments may be then in circulation or outstanding.

8. This guarantee shall not be discharged or affected by my death but shall continue to be operative until determined as to future transactions by one week's notice in writing given to you by me or on my behalf and it shall bind my heirs executors and administrators. You shall not be concerned to inquire whether my personal representatives are authorized to allow this guarantee to continue or be affected by notice to the contrary.

9. Any account settled or stated by or between you and the principal debtor(s) or admitted by the principal debtor(s) may be adduced by you and shall be received as conclusive evidence of the balance or amount shown thereby to be due to you.