

January and July in each and every year. All moneys owing by the mortgagor to the mortgagee at the date of the execution by the mortgagor of these presents shall be included in the said account current, and if the mortgagor shall at any time have more than one current account open with the mortgagee all the provisions hereof shall apply to all such current accounts.

3. That the mortgagor may at any time, without previous notice of intention so to do, repay the whole or any portion of the moneys advanced.

4. 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.

5. 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.

6. That if the mortgagor fail or neglect 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.

7. 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.

8. 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 5 per centum per annum computed from the date or dates of such moneys being expended.

9. 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 for 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 5 per centum per annum computed from the date or dates of such moneys being expended, and in the meantime such sums of money with interest at the rate aforesaid shall be added to the sum expressed to be hereby secured.

10. 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, and will comply with the provisions of the Noxious Weeds Act, 1908, and the Rabbit Nuisance Act, 1908, and the amendments thereof respectively, and will promptly pay all rates, taxes, and other outgoings payable in respect of the said land above described.

11. 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.

12. That the mortgagor will duly and regularly pay, perform, observe, and keep all moneys, covenants, conditions, and agreements in the said memorandum of mortgage No. (prior mortgages).

13. 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.

14. And it is hereby declared that this memorandum of mortgage is intended to be collateral with a certain mortgage of stock and chattels bearing even date herewith and made between the parties hereto, whereby certain stock and chattels were assigned by way of mortgage to the said mortgagee.

15. 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.

It is hereby agreed and declared that any entry on the said land above described by or on behalf of the mortgagee under the powers in that behalf contained or implied in the said collateral mortgage of stock and chattels for all or any of the purposes therein authorized shall not be deemed to be an entry into possession of the said land under the powers in that behalf herein contained or implied.

And for the better securing to the said mortgagee the repayment in manner aforesaid of the said principal sum and interest the mortgagor hereby mortgage to the said mortgagee all the mortgagor estate and interest in the said land above described.

In witness whereof the mortgagor has/have hereto signed his/their name this day of , one thousand nine hundred and

Signed by the said , as mortgagor , in the presence of [Name, occupation, and address of witness].

F. D. THOMSON,
Clerk of the Executive Council.

Boundaries of Borough of Te Kuiti and County of Waitomo altered.

CHARLES FERGUSSON, Governor-General.

ORDER IN COUNCIL.

At the Government Buildings at Wellington, this 23rd day of February, 1928.

Present:

THE RIGHT HONOURABLE J. G. COATES, P.C., PRESIDING IN COUNCIL.

WHEREAS in pursuance of section one hundred and thirty-two of the Municipal Corporations Act, 1920, a petition was presented to the Governor-General praying that a certain area be excluded from the Borough of Te Kuiti and included in the County of Waitomo:

And whereas it is deemed expedient to make such alteration of the boundaries of the said borough and to declare to what riding of the said county such area shall be added:

Now, therefore, in pursuance and exercise of the powers and authorities vested in him by the said Municipal Corporations Act, 1920, and of all other powers and authorities enabling him in that behalf, His Excellency the Governor-General of the Dominion of New Zealand, acting by and with the advice and consent of the Executive Council of the said Dominion, doth hereby declare that as on and from the first day of April, one thousand nine hundred and twenty-eight, the area described in the Schedule hereto shall be excluded from the Borough of Te Kuiti and included in the County of Waitomo; and with the like advice and consent doth hereby further declare that as on and from the aforesaid date the area included as aforesaid in the County of Waitomo shall be added to and form part of Te Kuiti Riding of that county.

SCHEDULE.

AREA EXCLUDED FROM THE BOROUGH OF TE KUITI.

ALL that area in the Auckland Land District bounded by a line commencing at the westernmost corner of Lot 1, Block VI, on plan 16843, deposited in the office of the District Land Registrar, at Auckland; thence south-easterly along the south-western boundary of Lots 1, 2, and 3, Block VI, on plan 16843 aforesaid, and the south-western boundary of part Pukenui 2D No. 6 on plan 12776, deposited as aforesaid, to the Awakino Road; thence westerly along the northern side of that road to a point in line with the western boundary of Lot 1 of Subdivision 5 on plan 11741, deposited as aforesaid; thence to and along the western and southern boundaries of the said Lot 1, Subdivision 5, to the south-eastern corner of the said Lot 1, Subdivision 5; thence