

on making such payment state in writing to the grantor that such sum is not to be deemed to be an advance or readvance and repayment of the same is not secured by these presents.

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

29. The grantor shall deliver all milk and/or butter, and/or cream, and/or butterfat, the produce of the cows in or for the time being bound by this security (excluding the milk, butter, or cream required by the grantor for personal consumption), to the at , or such other company or firm as may be subsequently appointed by the grantee in writing, and shall give to the grantee an irrevocable order on the said company to receive the whole or such portion of the gross amount payable by the said company for the purchase of the said milk, and/or butter, and/or cream, and/or butterfat, as the grantee may from time to time direct.

In witness whereof the grantor ha hereunto subscribed name this day of , one thousand nine hundred and

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO.

The pigs, sheep, cattle, horses, implements, and other chattels of the grantor now in or upon or used by the grantor in connection with the farming, grazing, and working of .

The particulars of the said pigs, sheep, cattle, horses, implements, and other chattels are as follow :—

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

Date.	Name of Parties.	Nature of Security.	Amount secured.

[Signature.]

Signed by the above-named in the presence of

SECOND SCHEDULE.
Form No. 6.

Under the Discharged Soldiers Settlement Act, 1915.

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 under-written 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 ha , applied for an advance under the provisions of the Discharged Soldiers Settlement Act, 1915, and the amendments thereof, from His Majesty the King (hereinafter called "the mortgagee"), and the Minister of Lands has authorized the granting of such advance.

Now, therefore, in consideration of all moneys now advanced or which are now or which may at any time hereafter become due and owing or payable by the mortgagor to the mortgagee, the mortgagor doth hereby covenant with the mortgagee as follows :—

1. That the mortgagor will upon demand pay to the mortgagee all the said moneys now advanced and further advances and all other moneys which may be owing by the mortgagor to the mortgagee under these presents (including rent, interest, or other charges falling due upon the land leased from or held under security to the mortgagee and above described), and also will upon demand pay the balance due upon the account current between them, the mortgagor and the mortgagee: Provided always, and it is hereby declared that the words "further advances" and the words "upon demand" whenever herein used shall have the meaning given to them respectively by the Chattels Transfer Act, 1924, and also that the words "will upon demand pay the balance due upon the account current between them" shall (*mutatis mutandis*) have the meaning given to them by the Chattels Transfer Act, 1924.

2. That the mortgagor will pay interest, on the balance for the time being of the said account current, at the rate of pounds per centum per annum, on the first day of 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 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 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, 1928, and the Rabbit Nuisance Act, 1928, 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.