View Instrument Details

Instrument No	8581297.3
Status	Registered
Date & Time Lodged	17 February 2011 10:51
Lodged By	Shepherd, Andrea Jane
Instrument Type	Encumbrance

Affected Computer Registers	Land District
524298	North Auckland
524301	North Auckland
524302	North Auckland
524303	North Auckland
524306	North Auckland
524308	North Auckland
524309	North Auckland
524312	North Auckland
524315	North Auckland
524316	North Auckland
524318	North Auckland
524328	North Auckland
524335	North Auckland
524342	North Auckland
524343	North Auckland
524346	North Auckland
524349	North Auckland
524351	North Auckland

Annexure Schedule: Contains 3 Pages.

Encumbrancer Certifications

I certify that I have the authority to act for the Encumbrancer and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Andrea Jane Shepherd as Encumbrancer Representative on 17/02/2011 10:36 AM

Encumbrancee Certifications

I certify that I have the authority to act for the Encumbrancee and that the party has the legal capacity to authorise me to lodge this instrument ☑

I certify that I have taken reasonable steps to confirm the identity of the person who gave me authority to lodge this instrument ☑

I certify that any statutory provisions specified by the Registrar for this class of instrument have been complied with or do not apply ☑

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Encumbrancee Certifications

I certify that I hold evidence showing the truth of the certifications I have given and will retain that evidence for the prescribed period ☑

Signature

Signed by Andrea Jane Shepherd as Encumbrancee Representative on 17/02/2011 10:37 AM

***** End of Report *****

Form E

Encumbrance instrument

(Section 101 Land Transfer Act 1952)

Affected instrument Identifier and type (if applicable)	All/part	Area/Description of part or stratum
Refer Annexure Schedule A	All	

Encumbrancer

My Trustee Limited

Encumbrancee

The Sanctuary Residents Association Incorporated

Estate or interest to be encumbered *Insert e.g. Fee simple; Leasehold in Lease No. etc.*

Fee simple

Encumbrance Memorandum Number

Not applicable

Nature of security *State whether sum of money, annuity or rentcharge and amount*

$100 plus the sum of such contributions as shall be levied and fixed in each year The Sanctuary Residents Association Incorporated in respect of the land in the above computer registers to be raised and paid at the times and in the manner set out pursuant to the rules and bylaws of the The Sanctuary Residents Association Incorporated and as notified by The Sanctuary Residents Association Incorporated to the registered proprietor from time to time.

Encumbrance *Delete words in [ ], as appropriate*

The Encumbrancer encumbers for the benefit of the Encumbrancee the land in the above computer register(s) with the above sum of money, annuity or rentcharge, to be raised and paid in accordance with the terms set out in the ~~[above Encumbrance Memorandum]~~ [Annexure Schedule(s)] and so as to incorporate in this Encumbrance the terms and other provisions set out in the ~~[above Encumbrance Memorandum] [and]~~ [Annexure Schedule(s)] for the better securing to the Encumbrancee the payment(s) secured by this Encumbrance, and compliance by the Encumbrancer with the terms of this encumbrance.

Form E *continued*

Terms

1 Length of term: Refer Annexure Schedule B

2 Payment date(s): Refer Annexure Schedule B

3 Rate(s) of interest: Refer Annexure Schedule B

4 Event(s) in which the sum, annuity or rentcharge becomes payable: Refer Annexure Schedule B

5 Event(s) in which the sum, annuity or rentcharge ceases to be payable: Refer Annexure Schedule B

Covenants and conditions *Continue in Annexure Schedule(s), if required*

Refer Annexure Schedule B

Modification of statutory provisions *Continue in Annexure Schedule(s), if required*

Refer Annexure Schedule B

Form E *continued*

Annexure Schedule Page **1** of **[ ]** Pages

Insert instrument type

Encumbrance instrument

Continue in Additional Annexure Schedule(s), if required

Annexure Schedule A

Affected certificates of title

524298, 524301, 524302, 524303, 524306, 524308, 524309, 524312, 524315, 524316, 524318, 524328, 524335, 524342, 524343, 524346, 524349 and 524351

Annexure Schedule B

The Encumbrancer, desiring to render the Land described in Annexure Schedule A (subject to and together with the easements covenants restrictions and conditions as set out on the Identifier) (*the Land*) available for the purpose of securing to and for the benefit of the Encumbrancee the sum of money referred to on the first page of this encumbrance instrument (*the sum of money*), DOES HEREBY ENCUMBER the said Land for the benefit of the Encumbrancee with the sum of money to be raised and paid at the times and in the manner as the Encumbrancee shall decide pursuant to the rules and bylaws of the Encumbrancee (*the Rules*).

PROVIDED ALWAYS that the liability of any given registered proprietor hereunder is limited to obligations and liabilities accruing during their time as registered proprietor and ceases (except for any obligation or liability which has arisen during their time as registered proprietor) upon transfer of the Land.

PROVIDED ALSO that if and whenever the obligations set out in the Rules shall have been duly and wholly complied with or shall by effluxion of time or otherwise become no longer enforceable then this encumbrance instrument shall be wholly discharged by the Encumbrancee.

AND SUBJECT as aforesaid the Encumbrancee shall be entitled to all the powers and remedies given to mortgagees and rent charges by the Land Transfer Act 1952 and the Property Law Act 2007.