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Haycock Prokureurs
Cathedral Square 7
Cathedralstraat
Posbus 879
George
6530

Opgestel deur my

TRANSPORTBESORGER
NIEL HAYCOCK

Deeds Office Registration fees as per Act 47 of 1937		
	Amount	Office Fee
Purchase Price	R. 499 000.00	R. 606.00
All other		
Reason for exemption	Category Exemption.....	Exemption I t o. Sec/Reg..... Act/Proc.....

VIA DEEDS OFFICE REGISTRATION
FOR FURTHER ENCUMBRANCE

15

T 000054209 / 2018

TRANSPORTAKTE

HIERBY WORD BEKEND GEMAAK DAT

~~ELISTEA VREY~~ LYNNE BOTHA

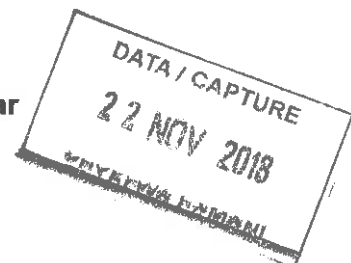
voor my verskyn het, REGISTRATEUR VAN AKTES te KAAPSTAD, hy/sy die genoemde komparant synde behoorlik daartoe gemagtig kragtens 'n Volmag aan hom/haar verleen deur

GEORGE JOHANNES ARRIES
Identiteitsnommer 500227 5064 08 8

en
GEORGINA MAGDELENA ARRIES
Identiteitsnommer 490509 0007 08 5

Getroud binne gemeenskap van goed met mekaar

geteken te GEORGE op 18 SEPTEMBER 2018



FOR EJD SEE PAGE 5

En genoemde Komparant het verklaar dat sy/haar prinsipaal, op 28 Augustus 2018, waarlik en wettiglik verkoop by ~~Privaat Ooreenkoms~~, en dat hy/sy, in sy/haar voorgenoemde hoedanigheid hierby sêdeer en transporteer aan en ten gunste van

VERNON GEORGE ARRIES
Identiteitsnommer 750330 5086 08 0
en
BERENICE FIONA ARRIES
Identiteitsnommer 740415 0233 08 5
Getroud binne gemeenskap van goed met mekaar

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, in volkome en vrye eiendom

ERF 760 PACALTSORP, IN DIE MUNISIPALITEIT EN AFDELING VAN GEORGE, PROVINSIE WES-KAAP;

GROOT: 618 (SESHONDERD EN AGTIEN) Vierkante Meter

AANVANKLIK OORGEDRA kragtens Transportakte Nommer T39695/1984 met Kaart Nommer 3653/1979 wat daarop betrekking het en gehou kragtens Transportakte Nommer T45342/1999

- A. ONDERHEWIG aan die voorwaardes waarna verwys word Transportakte Nr T 18795/1958.
- B. ONDERHEWIG VERDER aan die volgende voorwaardes vervat in Grondbrief uitgereik kragtens die bepalings van Wet Nr 12 van 1873 op 8 Augustus 1879 (George Eiendomme Boekdeel 16 Nr 5) dat dit onderhewig sal wees aan alle voorbehoude gebruiklik in Erfpag Toekennings van Kroongrond, behalwe met betrekking tot betaling van erfpag; dat geen alkoholiese of gegiste drank verkoop sal word op die grond hierdeur toegestaan, behalwe kragtens die bepalings van Artikel Ses van voormelde Wet; en dat die Toekenning verder onderhewig sal wees aan die voorwaardes genoem in gesegde Wet in soverre van toepassing en aan die Regulasies na verwys in die sewende, agste en negende Artikels van voorsegde Wet, welke Artikels geëndosseer is op die Grondbrief en wat beskou sal word asof ingevoeg hierin.
- C. GEREGITG op die terme van die endossement gedateer 11 Augustus 1983 op Transportakte Nr T 18795/1958, wat soos volg lees:-

"By Deed of Transfer No T31486/1983, the remainder of the within proeprty measuring 57000 square metres is ENTITLED to a temporary servitude Right of Way 5 metres wide over Erf 761 Pacaltsdorp meas. 714 square metres en held by the above Deed of Transfer, which servitude is indicated by the line C D being the

Southern boundary of the servitude on Diagram No 3654/1979 annexed to the above transfer; which servitude shall lapse when public access is available.”

- D. **ONDERHEWIG VERDER** aan die terme van die endossement gedateer 3 Julie 1983 op gesegde Transportakte Nr T22463/1980, welke endossement soos volg lees:

“REMAINDER:

By certificate of Registered Title No T 31331/84 the remainder of Erf 177 Pacaltdorp measuring 4230 square metres held hereunder is subject to the following conditions imposed by the Administrator of the Good Hope when approving of the subdivision of said Erf 177 PACALTSDORP:

- (a) The owner of this erf shall without compensation be obliged to allow gas mains, electricity, telephone and television cables and/or wires and main and/or other waterpipes and the sewage and drainage, including surface installations such as mini-substations, meter kiosks and service pillars to be installed thereon, if deemed necessary by the local authority and in such manner and position as may from time to time be reasonably required. This shall include the right of access to the erf at any reasonable time for the purpose of constructing, altering, removing or inspecting any works connected with the above.
- (b) The owner of this erf shall be obliged, without compensation, to receive such material or permit such excavation on the erf as may be required to allow use of the full width of the street and provide a safe and proper slope to its bank owing to difference between the levels of the street as finally constructed and the erf, unless he elects to build retaining walls to the satisfaction of and within a period to be determined by the local authority.

WESHALWE die komparant afstand doen van al die regte en titel wat


**GEORGE JOHANNES ARRIES en GEORGINA MAGDELENA ARRIES,
Getroud soos vermeld**

voorheen op genoemde eiendom gehad het, en gevolglik ook erken het dat hulle geheel en al van die besit daarvan onthef en nie meer daartoe geregtig is nie en dat, kragtens hierdie akte, bogenoemde

**VERNON GEORGE ARRIES en BERENICE FIONA ARRIES, Getroud soos
vermeld**

hulle Erfgename, Eksekuteurs, Administrateurs of Regverkrygendes, tans en voortaan daartoe geregtig is, ooreenkomstig plaaslike gebruik, behoudens die regte van die Staat en ten slotte erken hulle dat die verkoopprijs die bedrag van R450 000,00 (VIER HONDERD EN VYFTIG DUISEND RAND) beloop. *Hereregte is betaal op die mark waarde ten bedrae van R499 000,00 (VIER HONDERD NEGE EN NEGENTIG DUISEND RAND)* w
TEN BEWYSE WAARVAN ek, genoemde Registrateur, tesame met die Komparant hierdie Akte onderteken en dit met die Ampseël bekragtig het.

ALDUS GEDOEN EN VERLY op die Kantoor van die REGISTRATEUR VAN AKTES te KAAPSTAD op hede die

21 November 2015


q.q.

In my teenwoordigheid



REGISTRATEUR VAN AKTES



S

CE

1

MILLERS INC
BEACON HOUSE
123 MEADE STREET
GEORGE
6529

Prepared by me


CONVEYANCER
SALOME VAN WYK

FEE	
SEALS	
STAMPS	
SEAL FEE	R. 800.000 - 00
GELD FEE	R. 946 - 00


B 000009532 / 2020

INDEMNITY BOND

BE IT HEREBY MADE KNOWN :

THAT **Daniël Frederik Els**

a duly admitted Conveyancer ("the Appearer") appeared before me, REGISTRAR OF DEEDS

CAPE TOWN

the said Appearer, being duly authorised thereto by a Power of Attorney granted to him/her by

VERNON GEORGE ARRIES
Identity Number 750330 5086 08 0
and
BERENICE FIONA ARRIES
Identity Number 740415 0233 08 5
Married in Community of Property to each other

(hereinafter referred to as "the Mortgagor")

signed at **George** ✓
on the **21 February 2020**
which said power of Attorney was witnessed in accordance with Law.

B
D

and the Appearer declared that -

WHEREAS

A. SA HOME LOANS PROPRIETARY LIMITED

(Registration Number 2006/035436/07)

Of 2 Milkwood Crescent, Milkwood Park, La Lucia Ridge, Kwa-Zulu Natal 4051,

(hereinafter with its successors-in-title and assigns referred to as "SAHL")

has entered into an agreement with

BLUE BANNER SECURITISATION VEHICLE RC1 PROPRIETARY LIMITED

Registration Number 2001/003182/07

A registered credit provider, Registration Number: NCRCP1733

(hereinafter with its successors-in-title and assigns referred to as "**the Lender**")

whereby SAHL will manage and operate a scheme in terms of which money has been or will be lent and advanced or re-advanced by the Lender to the Mortgagor;

AND WHEREAS the Mortgagor has, pursuant to a Loan Agreement, as amended, novated and/or replaced from time to time, between it and the Lender, ("**the Loan Agreement**"), borrowed money from the Lender, and SAHL is authorised and empowered to represent the Lender in all and any respects in matters arising from the Loan Agreement;

B. AND WHEREAS the Mortgagor has requested

THE TRUSTEE FOR THE TIME BEING OF THE SOUTH AFRICAN HOME LOANS

GUARANTEE TRUST (Registration Number IT 10713/2000(T))

(hereinafter referred to as "**the Mortgagee**")

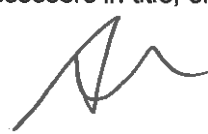
to guarantee the Mortgagor's indebtedness to the Lender and, for such purposes, to sign and issue a guarantee in favour of the Lender for the obligations of the Mortgagor to the Lender in terms of the Loan Agreement ("**the Guarantee**"), to which the Mortgagee has agreed on certain terms and conditions;

C. AND WHEREAS the Mortgagor has agreed by signing an indemnity agreement to indemnify and hold harmless the said Mortgagee against any claims which may be made against the Mortgagee by the Lender by virtue of the Mortgagee's Guarantee aforesaid ("**the Indemnity**");

D. AND WHEREAS it has been agreed that the Mortgagor shall pass this bond in favour of the Mortgagee as security for the Mortgagor's obligations under the Indemnity.

NOW THEREFORE THE APPEARER ACKNOWLEDGED that the said Mortgagor is truly and lawfully held and firmly bound to the Mortgagee, its successors in title, or assigns in an amount

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not exceeding the sum of **R800 000,00 (Eight Hundred Thousand Rand)** ("the maximum capital amount secured") arising from the consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced the legal exceptions revision of accounts and no value received, and the benefit of excussionis et divisionis, with the force and effect of which he declared the Mortgagor to be fully acquainted, and, to the extent permissible in terms of the NCA and in law, all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts secured hereunder, and hereby promised and undertook to pay to the Mortgagee in accordance with the Indemnity the capital then owing together with interest thereon as hereinafter set forth and all other amounts secured hereunder, together with interest on such other amounts. Where the National Credit Act ("NCA") does not apply the mortgagor also renounces mutatis mutandis the legal exceptions of non numeratae pecuniae, non causa debiti and errore calculi.

AND AS SECURITY for the payment of :

- (i) the capital;
- (ii) all interest claimable from the Mortgagor;
- (iii) the costs of preserving and realising the mortgaged property, fire insurance and life insurance premiums, arrear rates due as against the mortgaged property and costs of notice;
- (iv) all costs which the Mortgagee may incur and all amounts which the Mortgagee may disburse on the Mortgagor's behalf as contemplated in the whether contemplated in the National Credit Act, 2005 or otherwise , and which costs and disbursements are recoverable from the Mortgagor in terms of this bond;

and also such other costs, charges, insurance policies and premiums, expenses and future debts generally, which may be claimable from the Mortgagor under this Bond, and which other costs, charges, insurance policies and premiums, expenses and future debts generally are secured up to an amount not exceeding the maximum capital amount secured and the sum of **R200 000,00 (Two Hundred Thousand Rand)** ("the Additional Sum")

THE APPEARER hereby declared to bind specially as a First Mortgage -

**ERF 760 PACALTSDORP
IN THE MUNICIPALITY AND DIVISION OF GEORGE
WESTERN CAPE PROVINCE**

IN EXTENT : 618 (Six Hundred and Eighteen) Square Metres

HELD by Deed of Transfer T54209/2018

SUBJECT to the conditions therein contained or referred to.

(hereinafter called "the mortgaged property").

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AND THE APPEARER DECLARED to bind the Mortgagor to the following terms and conditions namely:

1. CONTINUING COVERING SECURITY

This Bond is a continuing covering security for all and any sum or sums of money which may now or in the future be owing to or claimable by the Mortgagee from the Mortgagor arising out of any cause aforementioned and any other cause of whatsoever nature, and remains of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Mortgagor's indebtedness to the Mortgagee from time to time.

2. PAYMENT

Each payment received shall, to the extent that the NCA applies to the credit agreement or credit agreements in terms of which the capital is advanced, be appropriated first to satisfy any due or unpaid interest charges, then to satisfy any due or unpaid fees or charges, and then to reduce the amount of the principal debt capital, notwithstanding any allocation by the Mortgagor of such payment. To the extent that the NCA does not apply, each payment received shall be appropriated first to satisfy any indebtedness of the Mortgagor other than capital, unpaid interest and charges and unpaid fees or charges, and thereafter in the order set out above.

3. TITLE DEEDS

The Title Deeds of the mortgaged property shall be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property shall not be further burdened in any way without the written consent of, and on the conditions prescribed by the Mortgagee.

4. IMPROVEMENTS

- 4.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair. No structural alteration shall be effected to the improvements on the mortgaged property without the prior consent in writing of the Mortgagee.
- 4.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.
- 4.3 Should the improvements not be kept in good order and repair the Mortgagee is entitled, but not obliged, to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor and the costs of the Mortgagee in repairing the

improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected, shall be refunded by the Mortgagor on demand with interest as set out in the Loan Agreement.

5. RATES AND TAXES

- 5.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any Governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.
- 5.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee or any person authorised to act on its behalf is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand with interest as set out in the Loan Agreement.

6. LETTING OF MORTGAGED PROPERTY, CESSION OF RENTALS AND REVENUES

- 6.1 The mortgaged property or any portion thereof shall not be let for a longer period than three (3) consecutive months without the written consent of the Mortgagee.
- 6.2 The Mortgagor hereby cedes, transfers and assigns to the Mortgagee all the Mortgagor's right, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property (whether the Mortgagee's consent has been given in terms of clause 6.1 or not) as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and in rem suam –
- 6.2.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;
- 6.2.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;
- 6.2.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or the Loan Agreement or the Indemnity or any other obligation secured thereby or has otherwise committed a breach thereof. Subject to any applicable law, the

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Mortgagee is further entitled to charge a commission of five (5) per centum of the gross amount of all rentals and other revenues collected and to recover such commission and VAT under this bond.

- 6.3 The Mortgagee shall account to the Mortgagor in respect of all amounts received by it pursuant to clause 6.2 after deduction of all sums owing in terms of the Loan Agreement and the Mortgagee is hereby authorised and obliged to pay such amounts as are owing (irrespective of whether such amounts are then due and payable) in terms of the Loan Agreement to the Lender (or its successor-in-title or assigns) in terms of the Loan Agreement on behalf of the Mortgagor, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

7. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or the whole or any portion thereof taken under the provisions of any law or bye-law for road-widening purposes, or any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee, irrevocably and in rem suam, without prejudice to its rights under the Loan Agreement, to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all such documents in regard thereto. The Mortgagee will account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of the Loan Agreement and the Mortgagee is hereby authorised and obliged to pay such amounts as are owing (irrespective of whether such amounts are then due and payable) in terms of the Loan Agreement to the Lender (or its successor-in-title or assigns) under the Loan Agreement on behalf of the Mortgagor, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

8. NON-VARIATION

No agreement varying any terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's Conveyancers and registered in the relevant Deeds Registry at the cost of the Mortgagor.

9. CESSION OF THE MORTGAGEE'S INTEREST

The Mortgagor hereby consents to the cession at any time or from time to time to any one or more persons of the whole of this bond and agrees to recognise such cessionary or cessionaries as the true creditor in respect of such ceded bond. If the Mortgagee cedes its rights under this bond to any cessionary or cessionaries at any time after the Mortgagor has breached its obligations under the Loan Agreement and not remedied

that breach in full the Mortgagor shall be liable for all costs, expenses, fees and duties (including stamp duty) incurred by the Mortgagee in relation to such cession.

10. DEFAULT

To the extent that the NCA permits (if the NCA applies to the credit agreement or credit agreements in terms of which the capital is advanced), in the event of the Mortgagor failing to observe or perform any of the terms or conditions of the Loan Agreement between the Mortgagor and the Lender or in the event of the Mortgagor committing a breach of any of the terms and conditions of the Indemnity and/or this bond, then all amounts which are secured under this bond shall, at the option of the Mortgagee and without the Mortgagee being required to give any notice to the Mortgagor, unless such notice is specifically required in terms of the Loan Agreement, immediately become due and payable in full, notwithstanding the exercise by the Mortgagee of any other rights, and the Mortgagee shall be entitled to institute proceedings for the recovery of such amounts and for an order declaring the mortgaged property to be specially executable.

11. JOINT AND SEVERAL LIABILITY

Should there be more than one Mortgagor under this bond, then:

- 11.1 the liability of each Mortgagor shall be joint and several, unless otherwise agreed in writing with the Lender;
- 11.2 all references in this bond to "the Mortgagor" shall be construed as references to all the Mortgagors, jointly and severally, unless the context otherwise requires and unless otherwise agreed in writing with the Lender.

12. ENTIRE AGREEMENT AND INTERPRETATION

This bond, together with the Loan Agreement and the Indemnity, all of which the Mortgagor and Mortgagee agree shall form an integral part of this bond, constitute the entire agreement between the Mortgagor and the Mortgagee (save as provided in this bond). The term "Mortgagee" shall include any and all cessionaries to whom this Bond may be ceded. In the event of any conflict between the Loan Agreement and this Bond, the terms of the Loan Agreement shall be decisive.

13. MORTGAGEE'S LIABILITY

Save as set out herein, the Mortgagee shall have no liability of whatsoever nature under this bond.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer q.q have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the Registrar of Deeds at **CAPE TOWN**

on 20 JUL 2013



q.q.

In my presence



REGISTRAR OF DEEDS

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