

Charina Mantilla
17 Valley View Crescent
GLENDALE NSW Australia 2285

Borrower: Anecito JR Sagrado Mantilla
Charina Mantilla
Property: 24 Paddock Close ELERMORE VALE New South Wales Australia 2287
Lender: www.loans.com.au Pty Ltd ACN 117 831 615
Mortgage Manager: loans.com.au Pty Ltd ABN 18 082 587 095 Australian Credit Licence Number 395219
Application ID: 254416

Dear Mrs Mantilla,

Your home loan is approved

Congratulations! Your new home loan has been approved and home loan documents requiring your signature have been sent to AnecitoJR SagradoMantilla in a separate package. Your home loan documents provide important information about your new loan which will be secured by a mortgage over the property listed above.

We recommend you obtain independent legal advice **BEFORE** you sign your home loan documents.

You may accept our finance offer by signing and returning your documents promptly, otherwise the approval may lapse. All our requirements must be met **BEFORE** we can arrange settlement. Please keep this in mind, particularly if your transaction is urgent.

Keep your documents in a safe place

We enclose the following documents for your safekeeping:

1. Credit guide
2. Settlement funds directions
3. Loan agreement
4. Mortgage
5. 'Your document pack' mortgage and loan terms and conditions

Next steps – what you must do

Please make arrangements to sign the home loan documents sent to Anecito JR Sagrado Mantilla and return those documents to us. **Need Help?**

If you have any questions about the enclosed documents, simply contact our Settlements team on 13 10 90, fax us on 1800 009 456 or email settlements@customerhelp.com.au. Alternatively, please contact your legal or financial adviser. They'll be happy to help.

Kind regards



Jason Ford
Retail Service Manager for Loans.com.au

Your document pack

Version FM3 dated June 2012

**Please retain for your records
Do not return to the Settlements team**

Your document pack contains the following information:

Part 1 Your Loan General Terms and Conditions

Part 2 Your Mortgage Common Provisions

Part 3 Borrower Information Statement

Part 1 – Your Loan General Terms and Conditions

General Terms and Conditions – applicable to all loans

Version FM3 dated June 2012

These are the general terms and conditions version FM3 incorporated into loan agreements referring to these terms and conditions. This document does not contain all the precontractual information required to be given to you. You must read this document together with your loan agreement.

1. Agreement with the Lender

There is no binding legal agreement between you and the Lender until the settlement date. This means that until the settlement date we have the right to change the terms of this loan agreement or to withdraw it altogether and decline to make an advance of funds to you. We will not make an advance of funds until we are satisfied that all relevant conditions are fulfilled. You may be liable for costs even if we decide not to proceed.

2. Your account

- 2.1 We can debit your account with any amounts lent to you, or due under your loan agreement. This includes any money paid to you or at your direction (for example using a cheque book, card, internet banking, phone banking, or other access methods made available to you from time to time).
- 2.2 If a third party makes a payment for you on behalf of the Lender, we can debit your account on the date that payment is made available to you and interest will accrue from that date.

3. Payments

- 3.1 You must pay all payments and credit fees and charges as specified in the loan agreement. Payments will be credited to your loan account only when actually received by the Lender. In addition to making any repayments specified in your loan agreement, on the date on which your loan ends you must pay us the amount you owe us together with any fees or other costs arising on repayment. The date on which your loan ends is the date set out in your loan agreement, or such other date as we agree with you. The amount you owe us means, in respect of each account, the total amount outstanding from time to time and include interest, fees, charges and any amounts outstanding under any debit or credit card issued to you as part of your loan facility.
- 3.2 You may with our approval make fortnightly or weekly repayments of the amount specified by the Originator / Manager instead of making monthly repayments. If you want to make fortnightly or weekly repayments, please make appropriate arrangements with the Originator / Manager. Fortnightly or weekly repayments are not available for interest only loans.
- 3.3 Payments are to be made by direct debit (and you must sign the necessary direct debit form), or such other method as we approve. Until the term has expired and all amounts owing to the Lender have been

paid, you must maintain a current account with an Australian financial institution with direct debit authorisation to the Lender. You authorise the Lender to obtain any payment due under your loan agreement by using the direct debit authority and try on more than one occasion.

- 3.4 All payments must be made when they fall due in full without setting off any amounts you believe the Lender owes you and without counter claiming any amounts from the Lender.
- 3.5 The amount of each payment will include any applicable direct debit fees, taxes or charges. If the interest rate changes, we may change the repayments due by you.
- 3.6 If any payment is due on a day which is not a business day, the payment must be made on the next following business day. A business day is a day that is not a Saturday or Sunday, or a day on which banks are not generally open to conduct business in Sydney.
- 3.7 If you become liable by a court order to pay any money due under your loan agreement, you must pay interest on that amount at the higher of the rate ordered by the court or the rate payable under your loan agreement.
- 3.8 If any direct debit or cheque used for repayment is dishonoured, the repayment will be treated as not having been made, and interest will continue to accrue on the unpaid daily balance until actual payment is received by the Lender.

4. Crediting of payments

- 4.1 We can apply any payment or other credit to any amount you owe us in any order we determine.
- 4.2 If you have more than one account with us, we will credit the account you tell us to credit. However, if you are in default, we can credit any money we receive to whatever account we decide. If you make a payment without telling us which account to credit, we can credit any account we decide.
- 4.3 We do not pay interest on any credit balance in your account.
- 4.4 If you have more than one account with us and one of those accounts is in arrears, we can apply funds from any account to cover the amount in arrears in the other account.

4.5 To the extent permitted by law we may, without giving you prior notice, combine any of your accounts with any other account you have with us, or set-off and apply any money you have in another account against any amount you owe us. This means that a credit balance in any account can be applied in or towards satisfaction of a debit balance in another account.

5. Interest charges

5.1 With the exception of Line of Credit (including Lo Doc Line of Credit) accounts, interest charges are debited to your account monthly in arrears on the same day of each month as the settlement date for the period ending the day before. However, if the settlement date is the 29th 30th or 31st day of a month with no such date, interest will be debited on the last day of that month.

5.2 For Line of Credit accounts, interest charges are debited to your account on the first day of each month.

5.3 Interest charges are calculated by applying the interest rate to the unpaid balance owing to the Lender at the end of each day.

5.4 Interest accrues on a daily basis from the day the Lender draws cheques or otherwise allocates money at your request to make the first advance. This applies whether or not any real estate transaction to which the advance relates (eg, refinance or purchase) occurs on that day.

5.5 The end of each day for calculating interest charges is 5.00 pm Eastern Standard time. The interest rate applied each day is equal to the annual percentage rate applicable to the loan at the time divided by 365.

5.6 In addition to debiting interest to your account on the monthly payment date, we may debit interest whenever the loan is in default, there is any repayment of the loan, there is any principal increase or variation in your loan agreement, or any change to the loan terms.

5.7 The debiting of interest and fees and charges to your account does not mean they are part of the principal sum. These amounts only become part of the principal sum, if we elect to convert them to principal.

5.8 If a fixed rate period or interest only period end on a day which is not a business day your fixed rate or interest only period will end on the next business day.

6. Progressive drawdown

If we agree, you may draw down the loan amount in two or more progressive advances. If this happens, interest accrues only on the amount lent to you.

7. Early repayment

While the variable rate applies, you may make additional payments at any time.

You may also make additional payments while a fixed rate applies, however, break costs may be payable. If you have a split loan (ie more than one account) additional payments are applied as we think fit, unless you otherwise direct in writing prior to payment.

8. Offset / redraw facility (if applicable)

8.1 Your loan may include an offset / redraw facility. We do not make any representations about the tax effectiveness of any offset / redraw facility and you should obtain advice in this regard. The amount which is available for you to redraw may be shown in a separate offset / redraw account statement forwarded to you periodically. If you have repaid early \$20 or more, so long as there is no default under the loan agreement, you may reborrow any amount by withdrawing money from the redraw/offset account for any purpose you wish provided you reborrow not less than \$20 and not more than the total amount you have repaid early.

8.2 The funds will be made available by direct credit to your nominated bank account or in such other way as we agree from time to time. Funds are currently available by debit card, telephone banking, cheque and Internet facilities.

8.3 While the whole of the loan is fixed rate, no redraw is available. While the loan is a split rate loan and part of the loan is fixed rate, any redraw will be to the variable rate account.

8.4 Redraws will be processed as we decide from time to time. While you have one or more split loans, any re-borrowing will be made from the account specified by you, or if no account is specified, the account determined by us.

8.5 You must ensure that after any redraw is processed your account balance does not exceed the scheduled balance (ie the amount of your loan had you not made any additional repayments or redraws). Although, if it does, we may still allow the redraw and debit your account with the amount redrawn.

8.6 If you have a construction loan, no redraw is available during the construction period.

9. Review or suspension of facilities

We may review, suspend or cancel the Line of Credit (including Lo Doc Line of Credit) facility or the offset / redraw facility at any time.

10. Switching

10.1 You may with our approval from time to time effect a switch under the loan agreement. The following are

examples of switches:

- (a) split the loan into one or more accounts;
- (b) consolidate one or more accounts;
- (c) convert from interest only to principal and interest repayments and vice-versa; and
- (d) convert from a variable rate to fixed rate and vice versa.

10.2 You can even request a switch prior to the initial advance being made to you, in which case the switch takes effect from the settlement date. Where a new account is created, separate repayment dates and interest debit dates may apply to that new account (usually monthly in arrears from the date the new account is established).

11. Third party direct debits

11.1 With our approval, you can arrange for third parties to have a right to debit your account. Once set up, any request by a third party for payment under a direct debit authority will be treated as having been properly authorised by you. We can cancel this arrangement at any time, and we are not liable to you or anyone else if a payment is not made for any reason.

11.2 Each request by that third party for payment under a direct debit authority will be deemed to be a request for a redraw by you of the amount of that payment.

12. Changes to your loan terms and conditions

12.1 Acting reasonably, we can change any terms of your loan agreement including the interest rate (except during a fixed rate period), the credit fees or charges, and the repayments. We can introduce new credit fees or charges. You will be notified in accordance with applicable laws on or before the day the change takes effect either in writing or by advertisement in a major newspaper or (if you have consented) by electronic means. If notified by newspaper, the change will also be confirmed in your next statement of account. You may not be notified of changes which reduce your obligations.

12.2 The interest rates and repayments shown in the financial information section in your loan agreement are correct at the disclosure date but may change prior to the settlement date if the rate changes. The Lender may change the interest rate at any time, except in respect of a fixed rate loan during the fixed rate term.

12.3 If the annual percentage rate changes, the Lender may change the amount of repayments. You will be notified of changes to repayments by written notice.

13. Statements of account

Statements of account will be forwarded to you at least once every six months or more frequently if required by law.

14. Line of credit facility

In relation to your Line of Credit Facility (if any):

- (a) we may cancel the facility at any time upon not less than 30 days notice, and convert the facility to a term loan under which you must make regular monthly instalments of principal and interest to repay the loan by a specified date;
- (b) we may change the Line of Credit Limit at any time and you must then repay any amount owing in excess of the changed Line of Credit Limit within 90 days of the date we give notice to you; and
- (c) if you default under this loan agreement, without notice we can cancel the Line of Credit Facility or reduce the Line of Credit Limit in which case you must repay the entire whole facility or the amount owing in excess of the changed Line of Credit Limit immediately.

15. Construction Advances

If your loan is a construction loan, the loan amount will be advanced progressively as and when we see fit to assist in the construction of building works. We are under no obligation to make any progressive advances, and in particular we can refuse to make any further advances if anything happens which in our opinion adversely affects the value of the mortgaged property or if the works are not proceeding satisfactorily.

16. Your obligations relating to the construction

- 16.1 If your loan is a construction loan, without affecting any of your other obligations, you must do the following.
 - (a) Before construction commences provide us with a copy of the building contract executed by all parties and the builder's all risk insurance policy.
 - (b) Promptly after completion of the slab, provide us with a survey of the slab and a certificate that appropriate treatment for termites has been completed.
 - (c) On completion of the building works provide the Originator / Manager with a general insurance policy noting the Lender's interest as mortgagee.
 - (d) Promptly after completion of construction provide us with a survey of the completed building and a certificate from the local council or other

responsible authority that the work has been completed in accordance with all relevant requirements.

- (e) Ensure there is always sufficient undrawn under this loan agreement to complete construction. This means that you must contribute all of the funds you are contributing to the construction before the Lender's funds are lent to you.
- (f) Promptly comply with any condition we impose in relation to any progressive draw or the works.
- (g) Not vary or terminate the building contract without our prior written consent.
- (h) Ensure construction is completed within 12 months of the *settlement date*.
- (i) Notify us as soon as possible if the builder ceases construction for any reason.

16.2 We accept no responsibility in respect of the construction works irrespective of whether we conduct any inspections, make any comments or requirements, or make progress payments. You must satisfy yourself that the works are properly carried out.

17. When there is default

If any one or more of the following occur we may decide an event of default has occurred. You must ensure no event of default occurs.

- (a) There is default of any term or condition of the loan agreement.
- (b) There is default under any mortgage or other security given for the loan agreement.
- (c) You fail to pay any person (including the Lender and/or other lenders) any money by the due date.
- (d) Any representation made by you to us or our agents proves to be untrue or misleading.
- (e) You die or become bankrupt or are jailed.
- (f) You do not maintain appropriate fire and general insurance over all security property.
- (g) You breach any material undertaking given at any time to us.
- (h) If you are a company:
 - (i) there is any change in ownership or control of the company or any company of which you are a subsidiary;
 - (ii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator, or liquidator is appointed to any part of your assets;
 - (iii) any action is commenced to strike the company's name off any register of companies; or

- (iv) the company reduces or proposes to reduce its authorised capital.

18. Lender's rights on default

- 18.1 At any time after default occurs, we can take any of the following action after giving any notice required by law and provided the default has not been rectified.
- (a) Demand and require immediate payment of the amount you owe us.
 - (b) Call up the loan and require payment of the entire balance owing under the loan agreement.
 - (c) Exercise any right, power, or privilege conferred by any law, the loan agreement, or any security.
 - (d) Use any money in any of your accounts held with us to reduce the amount you owe us.

Our rights and remedies under the loan agreement may be exercised by any of our employees or any other person we authorise.

We are not liable for any loss caused by the exercise, attempted exercise, failure to exercise, or delay in exercising any of our rights or remedies.

- 18.2 We can take action even if we do not do so promptly after the default occurs provided that the default remains outstanding and appropriate notice has been given prior to any action being taken. We do not lose any rights or forgive any defaults unless we do so in writing.
- 18.3 We can exercise these rights with or without taking possession of any mortgaged property. If the Lender holds more than one security, it can enforce any one of the securities first or all of them at the same time.

19. Enforcement expenses

- 19.1 Enforcement expenses may become payable under the loan agreement and any security if you default. You must pay on demand and we may debit your account with our costs in connection with any exercise or non exercise of rights arising from any default, including:
- (a) legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher;
 - (b) our internal costs.
- 19.2 You indemnify us from and against any expense, loss, loss of profit, damage, or liability which we incur as a consequence of default occurring.
- 19.3 Where the loan is regulated by the National Credit Code, these costs will not exceed our reasonable enforcement costs including internal costs.

20. Government charges

You must pay to us on demand all government charges and duties on receipts relating to your loan. The Lender may debit your account with these items as incurred.

21. You must provide financial statements

You must provide to us within 14 days of our request any information we require relating to your business, assets, and financial affairs. For example, we may require a copy of an individual's taxation return or an assets and liability statement. In relation to a company, we might require a balance sheet, a profit and loss account, or both. We may require this information to be certified or audited.

22. Know your customer

You must from time to time promptly comply with any of our requirements regarding "know your customer" or similar identification procedures and produce any documents or other evidence requested by us in this regard.

23. Lender's certificate

A certificate signed by or on behalf of the Lender or the Originator / Manager as to an amount payable to the Lender is conclusive and binding on you in the absence of manifest error. In making any decision the Lender will act reasonably.

24. Valuation reports

We may obtain at your cost independent valuations or other reports concerning any security property whenever and as often as we decide acting reasonably. Any valuation or other report is for our use only. We are not obliged to inform you of anything adverse contained in these reports. If the contents of any of these documents become known to you, we accept no responsibility if you rely on them. You should obtain your own valuation in respect of any security property.

25. Governing law

This loan agreement is governed by and interpreted in accordance with the law for the time being in force in the place where the principal security is located.

26. How the Lender can deal with this loan agreement

The Lender may assign or otherwise deal with its rights under this loan agreement in any way it wishes. You must sign anything and do anything the Lender reasonably requires to enable any dealing with this loan agreement. Of course, any dealing with the Lender's rights does not change your obligations under this loan agreement in any way.

27. Disclosure of information by the Lender

In exercising its powers to assign or otherwise deal with its rights under this loan agreement, you agree that we may disclose to anybody any information about you or this loan agreement.

28. Consumer legislation

To the extent that this loan agreement is regulated under consumer legislation (eg the National Credit Code) or any other law, any provisions which do not comply with that law have no effect, and to the extent necessary, this loan agreement is to be read so it does not impose obligations prohibited by that law.

29. Explanation of break costs

We enter into external finance arrangements to enable us to provide fixed rate finance to customers. If the fixed rate loan is repaid early, the Lender may incur costs in repaying those borrowings or terminating those contracts. This may result in a cost to the Lender (commonly known as break costs). Lenders normally pass on this cost to borrowers.

Example

You want to borrow money at a fixed rate for three years. The Lender has or will enter into external contracts to ensure it can offer a rate for you. Later, you decide to repay the loan early. The Lender incurs a cost in cancelling the effect of the contracts it entered.

This is an example only to assist your understanding of break costs. The Lender may use various funding techniques but the underlying principle holds true. Break costs may be payable even if there is no matching borrowing by the Lender.

Warning: If a fixed rate loan or any part of it is terminated early, break costs could be substantial.

There are a number of ways the Lender may calculate break costs. The method of calculation is not ascertainable at the disclosure date in your loan agreement.

30. If you are a trustee

If you are at any time trustee of any trust, you are liable under the loan agreement in your own right and as trustee of the trust. Accordingly, the Lender can recover against the trust assets as well as you. Default occurs if there is a change of trustee, a termination of the trust, or any change to the terms of the trust without our consent.

31. How notices may be given

31.1 Any communications, originating process, court document or other document to be given or served under or in connection with this loan agreement or any security associated with this loan agreement may be:

- delivered personally to you (of, if you are a

company, to one of your directors);

- posted to or left at your residential address of business address last known to us;
- posted to or at the address shown in your loan agreement;
- posted to or left at the land charged by any mortgage relating to this loan agreement;
- sent by fax to your residential or business fax number last known to us;
- sent by email to your residential or business email address last known to us (if you have consented as required by any applicable law) or;
- given in any other way permitted by law;
- even if the borrower or mortgagor has died or any one of them has died.

A notice or communication may be signed by any employee, solicitor, or agent on our behalf.

- 31.2 You have to tell the Originator / Manager as soon as possible if you change your name or address or both or if you intend to make any of those changes.

32. Lenders mortgage insurance

- 32.1 If your loan agreement requires you to pay for lenders mortgage insurance, this insurance protects the Lender and not you.
- 32.2 If you default in your mortgage, resulting in the need to sell the security property and the sale proceeds are insufficient to fully repay your loan, the Lender may incur loss. The Lender may recover this loss under its lenders mortgage insurance policy. However, you are still legally responsible for repaying the amount outstanding under the mortgage because you are not protected by the lenders mortgage insurance policy.

33. The Originator / Manager and the Trustee

- 33.1 The Originator / Manager who arranges this loan for you may deal with a number of different funders. In this way, the Originator / Manager is able to provide borrowers with a broad range of loan products. As a result, interest rates may differ from time to time between the Originator / Manager's different products. Accordingly, you may see the Originator / Manager advertising a different rate to the rate applicable to your loan; this will probably be because that rate applies to a different funder. The Lender may inform you of a replacement Originator / Manager at any time.
- 33.2 The Originator / Manager will manage your loan agreement and securities and can exercise all the rights, powers and functions of the Lender under the loan agreement and any security on the Lender's behalf.

- 33.3 The Lender enters this loan agreement solely in its capacity as a trustee of a trust. The liability of the Lender is limited to the assets of that trust.

34. Joint borrowers

- 34.1 If there are two or more of you, each of you is individually liable, and all of you are jointly liable. This means the Lender may sue any one of you for all the amount outstanding. A reference to "you" means each of you separately and together. References to a person includes companies and trusts and any other kind of body. Singular words include plural words and vice versa.

You agree that each borrower can bind each other borrower. For example, any one of the borrowers can authorise a redraw, a split into one or more sub-loans, a switch between various types of interest rate, or any other activity in respect of your loan. Each other borrower and any guarantor will be liable even though they did not know about or did not agree to the transaction.

WARNING. This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

- 34.2 If a borrower dies, the Lender may require the loan to be repaid in full. Alternatively, where there is more than one borrower, if a borrower dies or is released for any reason, the Lender may allow the remaining borrower(s) to become the borrower(s) under the loan agreement. If the Lender does not agree to the remaining borrower(s) becoming the borrower(s) under the loan agreement, the Lender may call up the loan even though further advances have been made after the death or release of a borrower.

35. Card and cheque facilities

If we provide you a debit card or a chequebook to use in connection with the redraw of any excess payments on your loan and drawdowns on a Line of Credit (including Lo Doc Line of Credit) you may have using those facilities may be provided by other companies. Accordingly, the Lender and the Originator / Manager accept no liability whatsoever in relation to these services. You should note that generally any Borrower will be entitled to use the card or chequebook and accordingly can bind each other Borrower. You should maintain significant security in relation to your card and your chequebook.

36. Zero Interest Visa Card Account Terms

The following terms are only applicable if you have a Zero Interest Visa Account:

- (a) Interest will not be charged on the balance outstanding on your Zero Interest Visa account. On the last business day of each month the Lender will debit your Line of Credit account with the amount outstand-

ing on your Zero Interest Visa account and thereafter interest will accrue in the ordinary way. If for any reason your Line of Credit account is not debited, interest still accrues on the balance outstanding at the Line of Credit Rate from the next business day.

- (b) The Lender may cancel or reduce your Zero Interest Visa account limit at any time whether or not you are in default under this agreement.
- (c) As your Zero Interest Visa card is provided by a third party, the Lender and the Originator / Manager accept no liability in relation to your use or the operation of the Zero Interest Visa card.

Further terms and conditions will be issued to you regarding the use of your Zero Interest Visa card.

37. Introduction

These terms and conditions only apply if we make telephone and Internet services available to you.

FirstMac Limited ACN 094 145 963 operates the systems. Accordingly, the Lender, and the Originator / Manager accept no liability whatsoever in relation to the *systems*.

If you have a concern or question regarding these systems, you should make contact using the telephone number provided to you in connection with the *systems*.

38. Use of systems

We are entitled to give access to information regarding your accounts to any persons supplying the relevant access codes. We may also process any transactions on the account initiated by a person providing or inputting the access codes. You should therefore be careful allowing any third party to use the *systems* on your behalf as you will be liable for any action they make.

39. Security of access codes

You must keep any access codes secure. You should not keep any written record of your access codes. Do not use a numeric access code that represents your date of birth. We can cancel any access code at any time without notice if we believe it is being used in a way that can cause loss to you or us.

40. Liability for loss

You are not liable for loss of funds:

- Where it is clear that you have not contributed to the loss;
- That are caused by the same transaction being incorrectly debited more than once to the same account;
- Where unauthorised use takes place before you received your access codes;

- That are caused by the fraudulent or negligent conduct of our employees or agents or any company involved in our networking arrangement or of merchants linked to the electronic funds transfer system, or their employees or agents; or
- Where unauthorised use takes place after you inform the Originator / Manager that your access code has been lost or stolen or the security of the access code has been breached.

Where you have contributed to the loss resulting from unauthorised transactions by:

- acting fraudulently;
- disclosing your access codes to any person;
- failing to keep any record of your access codes details (without making any reasonable attempt to protect the security of the access codes) separate and apart from each other so that they are not liable to loss or theft simultaneously;
- when you change your access codes, and after our specific warning not to choose a numeric code that represents your date of birth and the consequences of doing so, selecting such a numeric code; or
- otherwise acting with extreme carelessness in failing to protect the security of the access codes or client number; you are liable for the actual loss suffered before we are notified of the misuse, loss or theft or the breach of the security of the access method. You are not, however, liable for that portion of the losses incurred:
 - on any one day that exceeds the daily transaction limit;
 - in a period that exceeds any other periodic transaction limit applicable to the relevant period;or
- that exceeds the credit limit applying to your loan account during the period.

Where you have contributed to the loss resulting from unauthorised transactions by unreasonably delaying notification to us after becoming aware that the security of an access code has been breached, you are liable for the actual losses that occur between when you became aware, or should have reasonably become aware, and when we are actually notified. You are not, however, liable for that portion of the losses incurred:

- on any one day that exceeds the daily transaction limit;

- in a period that exceeds any other periodic transaction limit applicable to the relevant period; or
- that exceeds the credit limit applying to your loan account during the period.

Where it is not clear whether or not you have contributed to the loss resulting from unauthorised use, your liability will be limited to the least of:

- \$150;
- your credit limit at that time; or
- the actual loss suffered.

41. Access to your account

You can use the systems to access each of the accounts for which we grant access. We can change, terminate, or suspend access at any time.

42. Availability of systems

We will try to ensure that the systems are generally available for your use, but accept no liability if the systems are temporarily unavailable for any reason. We are not responsible for errors in accuracy, omissions, interruptions, viruses or defects or delays from failure of the communication network, or failure of our systems to perform a function in whole or in part. If you have any problems using the systems you should contact us promptly so that we can endeavour to correct any problem, error, inaccuracy or omission. We will give you at least 20 days' notice of any change to the conditions applying to the use of the *systems*.

43. Resolving disputes

If you have a problem, please contact the Originator / Manager. The Originator / Manager may require you to put your problem in writing so the problem can be fully investigated. We will try to resolve it as soon as possible.

44. Privacy and Confidentiality

The Originator / Manager may use your personal information for arranging or providing credit, insuring credit and for direct marketing of products and services offered by the Originator / Manager or any organisation the Originator / Manager is affiliated with or represents.

The information provided by you will be held by the Originator / Manager. You can gain access to the information by contacting the Originator / Manager. You have the right to request not to receive direct marketing material.

You agree that the Originator / Manager, any mortgage broker, mortgage originator, mortgage manager, and any other person or company who at any time provides or has any interest in the credit can do any of the following at any time.

(a) Commercial credit information

Seek, use and disclose consumer or commercial credit information about you to assess an application, including any application for additional finance under an existing loan contract with us or any other financier, for consumer credit or commercial credit.

(b) Consumer information

Seek and use consumer credit information about you to assess an application for commercial credit or consumer credit.

(c) Collection of overdue payments

Seek and use a credit report about you provided by a credit reporting agency to collect overdue payments from you.

(d) Provide information to mortgage insurer

Provide information to a mortgage insurer to assess the risk of providing mortgage insurance or to assess the risk of default.

(e) Exchange of information between credit providers

Seek from and use or give to another credit provider any information about your account, credit worthiness, credit standing, credit history or credit capacity. In particular, the Originator / Manager may provide a bank opinion on you.

(f) Exchange of information with advisers

Seek from and use or give to any mortgage broker, mortgage originator, mortgage manager, financial consultant, accountant, lawyer, or other adviser acting in connection with any financing provided or proposed to be provided to you any personal information, consumer or commercial credit information.

(g) Provide information to credit reporting agencies

Give to a credit reporting agency personal or commercial information about you. The information may include identity particulars; the fact that credit has been applied for and the amount; the fact that the Lender is a current credit provider to you; payments which become overdue more than 60 days, and for which action is commenced; advice that payments are no longer overdue; advice that cheques in excess of \$100 drawn by you have been dishonoured more than once; in specified circumstances that in the opinion of the Lender you have committed a serious credit infringement; and the credit provided to you by the Lender has been paid or otherwise discharged.

(h) Provide information for securitisation

Disclose any report or personal information about you to another person in connection with funding financial accommodation by means of an arrangement involving securitisation, or any

other proposed transfer of or proposed dealing with your loan.

(i) Provide information to Guarantors

Provide information to any person who proposes to guarantee or has guaranteed repayment of any credit provided to you.

(j) Provide information in relation to disputes and enquiries

Disclose consumer credit information, commercial credit information, and personal information to any industry body, tribunal, or court or otherwise in connection with any complaint regarding the approval or management of your loan – for example if a complaint is lodged about any mortgage broker or lender who dealt with your loan.

(k) Disclose personal information

Disclose personal information about you as required by law, or to organisations involved in providing credit to you, or any associate, or contractor of the Originator / Manager, (including, for example, stationery printing houses, mail houses, lawyers, accountants), or people considering acquiring or taking an interest in our business, or our assets. If you do not provide personal information, the Originator / Manager may be unable to arrange credit for you.

45. Terms and conditions relating to your cheque book

These conditions only apply if you have elected to have a cheque book attached to your account.

45.1 You appoint both us and Indue Ltd ACN 087 822 464 (Indue) as your agent to:-

- (a) conduct accounts (“the Bank Account”) with Westpac Banking Corporation (“the Bank”) to enable you to draw cheques to debit your account with us and to make deposits to the Bank;
- (b) transfer money to the Bank Account from your account with us to meet the amount of cheques or payment orders (“a cheque”) that you or an authorised signatory have signed and to meet the value of all costs, taxes or charges made or incurred by us or the Bank; and
- (c) disclose to the Bank such information relating to your account with us as is necessary to process all transactions carried out by you.

45.2 It is your responsibility to ensure that all cheques drawn by you are properly authorised and completed. Any cheque presented for payment which is undated, unsigned or without a payee included may be dishonoured.

45.3 No cheques will be cashed by the Bank unless prior arrangements have been made. Cashing of cheques

may not be possible.

45.4 If the amount of any cheque presented for payment to the Bank exceeds the available balance in your account with us, the Bank may refuse to pay the cheque, and you may be liable for dishonour costs.

45.5 If you want to stop payment on any cheque, you must advise us before the cheque is presented to the Bank for payment. We may be unable to stop payment.

45.6 If a cheque exceeds the available balance in your account with us, we may elect to pay or reject the cheque. If we pay the cheque, the amount will be debited to your account and you must pay us the over limit amount immediately.

45.7 If we pay a cheque that exceeds your available balance you incur a debt to us for the amount by which the cheque exceeds the available balance. In such circumstances, the debt is repayable by you immediately upon the written demand by us. If you do not repay such debt, you must pay all costs and expenses incurred by us in collection of that debt.

45.8 The Bank may refuse to pay or dishonour any cheque that is drawn by you regardless of the state of your account with us.

45.9 The Bank may disclose to us and to Indue all information relating to your cheque account and the transactions effected on your behalf.

45.10 Any cheque received by us before or after we receive a written notice of cancellation or variation of authority may be paid.

45.11 These terms and conditions of use may be varied from time to time by notice to you. The issue of a cheque by you or the making of a deposit will indicate your acceptance of the variation.

45.12 We reserve the right to withdraw the cheque drawing and deposit facility at any time. No cheques may be issued by you after the facility has been withdrawn.

Sections 47 to 50 of this document set out your Direct Debit Request Service Agreement with FirstMac Assets Pty Ltd ABN 96 104 268 224 (User ID 148031).

46. Terms relating to the direct debiting of your account – Direct Debit Request Service Agreement

This document provides information to you regarding the direct debiting of your account. By signing the Direct Debit Request (DDR), you acknowledge you have read and understood these terms. Direct debiting is not available on the full range of accounts. If in doubt, please refer to your financial institution.

47. How the DDR will be used:

47.1 The DDR will be used to debit amounts due by you under your loan agreement to us.

- 47.2 Where a payment due date falls on a non-business day, the amount will be debited on the next business day. Please contact your bank or financial institution if you are uncertain as to when a debit will be processed.
- 47.3 At least 14 days notice will be provided to you if we vary any of the terms of the debit arrangement.
- 47.4 All information relating to your nominated account will be kept private, although your details may need to be provided to involved parties where you have alleged an incorrect or wrongful debit has been made.

48. Your rights:

- 48.1 You may stop any individual debit by giving written notice to the Originator / Manager. This notice must be received by the Originator / Manager at least 5 business days prior to the payment due date. You may also contact your financial institution.
- 48.2 You may request deferment or alteration to payments under the DDR by contacting the Originator / Manager. There is no obligation to agree to any request. Any request must be given at least 5 business days prior to the payment due date.
- 48.3 If you consider that a debit has been incorrectly made, you should contact the Originator / Manager. The Originator / Manager will determine whether the debit was correct, and if not, arrange for an adjustment. If the Originator / Manager determines that the debit was correct, you will be told why. Alternatively, you may also contact your financial institution.

49. Your commitment to us:

- 49.1 You may not terminate the DDR without our consent.
- 49.2 You can cancel the DDR or direct debit with us or with the bank or financial institution where your account is held (provided you comply with any specific requirements). You must make alternative payment arrangements with us so that you do not default on your payment. Your instruction to cancel a direct debit may have to be in writing. Contact your bank or financial institution a few days after you have sent your written notification to check that the direct debit has been cancelled.
- 49.3 You must ensure that the account details that you provide us are correct and should check them against your last statement.
- 49.4 You must ensure there are sufficient funds available in the nominated account to meet each debit on its due date.
- 49.5 You must ensure that the account you propose to debit allows direct debits. You should check this directly with the financial institution at which you maintain the account.
- 49.6 You must not close or alter the account without the Originator / Manager's prior written consent and unless approved alternate payment arrangements have been made.
- 49.7 If a payment is dishonoured, you may be charged fees by your financial institution, you may incur fees under your loan agreement, and you may be in default under your loan agreement.

Part 2 – Your Mortgage Common Provisions

Memorandum of Mortgage – Summary

The following terms are incorporated into your mortgage by reference. This is the memorandum lodged at the land titles office referred to in the mortgage document you have signed.

Part 1: Understanding this document

In this document certain words have a special meaning. Those words are listed below.

“**we / us / our**” means the mortgagee named in the Mortgage and includes anyone else who acquires an interest in our rights under the Mortgage.

“**Debt**” means all money owing by you to us now or in the future on any account. The Debt includes any money due or possibly due by you to us as a result of any arrangement including any loans made to you or guarantees given by you to us, and includes any loss or damage suffered by us as a result of those arrangements. It also includes interest, costs, fees, duties, taxes and any other amount you are obliged to reimburse or pay to us at any time under the Mortgage or otherwise.

“**Land**” means the land specified in the Mortgage and includes all buildings, fences, structures, carpets, floor coverings, light fittings, blinds, curtains and other objects attached to the land. It includes any contract or other rights relating to that land such as building contracts, leases, development approvals, building approvals, other approvals, plans, specifications, consents, and licenses relating to the use of the land, and all income (such as rent) to be derived from the land at any time. It also includes any right to occupy, lease, or licence relating to or adjoining the land.

“**Mortgage**” means the mortgage signed by you which incorporates this document and includes the terms of this document. If there is an inconsistency between this mortgage memorandum and the Mortgage, the provisions of the Mortgage prevail.

“**you**”, “**your**” means each mortgagor named in the Mortgage into which this mortgage memorandum is incorporated. In the Mortgage, references to a person includes companies and trusts and any other kind of body. Singular words include plural words and vice versa. If there are two or more of you, each of you is individually liable, and all of you are jointly liable. The clause headings are to help understanding only.

Part 2: Provisions relating to money

2.01 PAYMENT OF THE DEBT

You must pay the Debt to us on the dates agreed between you and ourselves. Usually, this agreement appears in one or more letters of offer or terms and conditions applying to transactions. If there is no agreement, you must pay the Debt to us on demand.

2.02 Debit and set-off

- (a) We may debit any account conducted by you with us (such as a cheque account and including joint accounts with other people) with any

money due to us at any time. We are, however, under no obligation to debit any account or allow for any credit balance in any account, and so you may be in default of a payment obligation even though there is a credit balance in an account with us.

- (b) We may combine two or more accounts conducted by you into a single account.
- (c) You may not debit or set off any amount you claim we owe you against the money due to us.

2.03 Costs and stamp duty

You must pay to us on demand all costs and expenses including any stamp duty, all bank fees, and government charges and taxes of any kind relating to the Mortgage or the facilities provided by us to you. This includes any internal costs of ours in relation to the Mortgage. You must also pay to us on demand any costs or liabilities of ours arising in relation to the Mortgage, the Land, or any collateral security, including the reasonable costs of our exercising our rights under the Mortgage or recovering the Debt or dealing with the Land (eg lawyer’s fees, valuer’s fees, and real estate agents commissions).

2.04 Payments

We may apply any money received by us in reduction of any part of the Debt we decide. Any surplus money received by us will not carry interest.

2.05 GST

If any payment to us is for a taxable supply for the purpose of GST or any similar tax, you must also pay to us on demand any additional amount equal to the tax related to that supply.

Part 3: Things you must and must not do relating to the Land

3.01 You mortgage the Land

You mortgage to us the whole of the Land to secure payment of the Debt.

3.02 You must keep the Land insured

- (a) You must keep the Land insured for not less than its full insurable value as required by us against loss or damage by fire, storm, tempest, and any other risk specified by us. You must also maintain public liability insurance in respect of the Land and any other insurances required by us.
- (b) All insurances must be with an insurer approved by us. Our interest must be noted on all policies until the Debt is repaid.
- (c) If loss or damage occurs, only we will be entitled to enforce and settle any claim against the

insurer and any money paid by the insurer must be paid direct to us. We may apply that money to repair or rebuilding, repayment of the Debt, or hold it as additional security for the Debt.

- (d) You must pay all insurance premiums on or before the due date and if required by us provide evidence to us of the currency of all policies relating to the Land.
- (e) You must not do anything by which any insurance policy relating to the Land could be prejudiced or cancelled or be subject to an increased premium.

3.03 You must make necessary repairs

You must make all repairs necessary to keep the Land in good repair. When we consider it necessary, we may require you to promptly carry out any work that we consider necessary, including any work required by an authority (eg a local council). Our agents may enter the Land at any reasonable time to inspect it.

3.04 Altering the Land

You must not demolish, extend, or alter the Land without our prior written consent. You must not do or allow anything to be done which adversely affects the value of the Land. If any part of the building on your property encroaches onto adjoining land, if required by us you must remove that encroachment or obtain an easement on terms acceptable to us.

3.05 You must pay all rates and taxes

You must punctually pay all rates, taxes, charges, outgoings and assessments (including council rates, water rates, and land tax) payable or assessed in respect of the Land or on the owner or occupier of the Land. You must produce to us on demand evidence of payment. If these amounts are not paid by you, we may decide to pay them and such amounts spent by us will then form part of the Debt secured by the Mortgage.

3.06 Your obligations in dealing with the Land

- (a) Provide information. You must provide to us on demand full details of anything relating to the Land including any leases, licenses, or other agreements relating to the Land and full details of the use to which the Land is being put. You must also tell us if anything happens which materially affects the Land (eg fire, damage, rezoning).
- (b) No noxious uses. You must not carry on nor permit on the Land any noxious, noisy, illegal or offensive activity.
- (c) Not change the use. You must not change the use of the Land except with our prior written consent. If there is a business conducted on the Land, you must ensure it is conducted in a proper and efficient manner and kept open at all usual times for that kind of business, and you must ensure any licences held or required in connection with that business are obtained and kept current.

- (d) Approvals. You must maintain any approvals relating to the Land (eg development approvals, building approvals, licenses and so on), and must take any action we require in relation to those approvals.

- (e) Selling or leasing. Before you deal with the Land in any way, you must first obtain our prior written consent. For example, you must not sell, lease, licence, accept or permit a surrender assignment or variation of any lease or any licence, consent to or permit any sublease or assignment or variation of any sublease, sell, further mortgage, charge, encumber, subdivide, or consolidate, without our prior written consent.

- (f) You may lease a residential property for the best rent reasonably obtainable for a term not exceeding 12 months without obtaining written consent.

- (g) Rentals. We may direct how the rental or any other income from the Land will be paid or collected. You must sign anything reasonably required by us for this purpose. For example, we may require a specific managing agent to be used, and for that managing agent to pay the rental or other income direct to us, or we may require the tenant to pay directly to us.

- (h) Rentals to be at market rent. You must ensure that any leasing or other dealing with the Land is at a fair market rent.

- (i) Compensation. If any money becomes payable to you as purchase money or compensation in respect of the Mortgaged Land, you must cause it to be paid direct to us to make, enforce or settle any claim for compensation.

- (j) Caveats. If any caveat is lodged on the Land, you must take any action required by us to remove it. (A caveat is a notification to the Land Titles Office that somebody has an interest in the Land).

- (k) Comply with easements and restrictions. You must fully comply with any covenants or easements (eg. a right of access over a part of your property given to someone such as a neighbour) or other notifications affecting the Land including any requirements of any law or any notices or orders given by any authority (eg a local council).

- (l) Not leave vacant. If there are any buildings on the Land, you must not leave them unoccupied for a continuous period of more than 30 days without our prior written consent.

3.07 Adjoining Land

If you acquire any other land to be used or held in conjunction with the Land, you must immediately notify us of this and we reserve the right to require you to immediately mortgage the other land to us.

3.08 Protection of the environment You must make sure

that during the term of the Mortgage there is nothing on the Land and nothing concerning the Land, any use of the Land or any neighbouring land which causes or may cause contamination or environmental damage. You must promptly take any action we reasonably require to rectify any breach of this clause. We may require a report on environmental issues to be prepared at your cost if we have reasonable cause to believe this clause has been or is likely to be breached.

Part 4: Default

4.01 When there is default

Default generally occurs if you fail to do something you are obliged to do, if you do something you are obliged not to do, or if something happens (even though outside your control) which is prohibited or results in default under the Mortgage or a collateral security. If any one or more of the following occur we may decide default has occurred.

- (a) Any clause of the Mortgage is not complied with.
- (b) There is default of any term of any loan agreement or other agreement relating to the Debt.
- (c) There is default under any collateral security.
- (d) There is default of any other mortgage or charge affecting the Land (whether or not granted to us).
- (e) You fail to pay any person (including other banks etc) any money by due date.
- (f) Any representation made by you to us or our agents proves to be untrue or misleading.
- (g) Any term of the Mortgage or any collateral security is or becomes not legally binding, unable to be enforced, or capable of being set aside.
- (h) The Land is resumed or taken out of your control in any way.
- (i) You become bankrupt or are gaoled.
- (j) You are unable to pay your debts as they fall due, or you make any arrangement with creditors.
- (k) Any court order is enforced against you or against the Land.
- (l) The value of the Land is materially adversely affected.
- (m) The amount secured by any mortgage or charge over the Land is increased without our prior consent.
- (n) You breach any undertaking given at any time to us.
- (o) If you are a company:
 - (i) there is any change in ownership or control of the company or any company of which you are a subsidiary;

- (ii) proceedings are commenced to wind up the company;
- (iii) a receiver, manager, receiver and manager, administrator, controller, provisional liquidator, or liquidator is appointed to any part of your assets;
- (iv) any action is commenced to strike the company's name off any register of companies;
- (v) the company reduces or proposes to reduce its issued capital, or
- (vi) the company alters its constitution.

4.02 Our rights on default

At any time after default occurs, we can take any of the actions listed below. We can take action even if we do not do so promptly after the default occurs. We can exercise these rights with or without taking possession of the Land. If we hold collateral security, we can enforce any one of the securities first or all of them at the same time. Further, our costs of exercising these rights will form part of the Debt secured by the Mortgage.

- (a) Demand and require immediate payment of the Debt.
- (b) Exercise any right, power, or privilege conferred by any law, the Mortgage, or any collateral security.
- (c) Do anything we consider appropriate to recover the Debt and deal in any way we consider fit with the Land (including the contracts and other property included in the definition of Land). For example, we may:
 - (i) eject you or any other occupants from the Land and take possession of the Land. If we take possession, we can subsequently withdraw from possession of the Land;
 - (ii) direct any tenants to pay rent to us;
 - (iii) sell the Land in one line or by separate lots;
 - (iv) rescind, vary, or complete any contract for sale of the Land;
 - (v) lease or licence the Land on any terms and for any period (there are some restrictions as to the nature of leases a mortgagee may grant, but those restrictions do not apply to the Mortgage);
 - (vi) subdivide or consolidate the Land;
 - (vii) repair, cleanse, repaint, demolish, rebuild, alter, or construct completely new buildings or structures on the Land;
 - (viii) prepare plans and specifications and obtain approvals from any competent authority;
 - (ix) give or transfer the Land to any competent authority;

- (x) acquire additional land for development, sale, or lease in conjunction with the Land.
- (d) Remove any property from the Land (eg furniture and personal effects) and sell or otherwise deal with those goods without receiving any money for them.
- (e) Pay any money owing to any person in relation to the Land or goods on the Land (eg owing under hire purchase agreements and leases). The amount paid by us will form part of the Debt secured by the Mortgage.
- (f) Appoint one or more persons to be joint or several agents, receivers, managers, or receivers and managers of the whole or any part of the Land (including the contracts and other property included in the definition of Land) on terms and for fees approved by us. Those persons may exercise any of the powers conferred on us under the Mortgage, or conferred by law. We may remove any of those persons and appoint replacements whenever we wish.
- (g) Pay and obtain a transfer or a discharge of any other mortgage or charge affecting the Land.
- (h) Perform any of your obligations under the Mortgage.

We will not be liable for any loss caused by the exercise, non exercise, or attempted exercise of any of our rights on default.

Part 5: Matters for different kinds of property, and building works you carry out

This part of the mortgage memorandum sets out some provisions which relate to particular kinds of property or apply if you carry out any building works on the Land.

5.01 Land under shared title

This clause applies if the Land at any time comprises a lot within a strata scheme, a community title scheme, or any other shared ownership arrangement.

- (a) You must punctually pay all contributions and any other money which at any time is payable in respect of the Land in connection with the arrangement.
- (b) You must punctually comply with any obligations imposed on you in connection with the arrangement (eg the by laws).
- (c) We in our discretion may exercise any voting rights referable to the Land in relation to the arrangement.
- (d) You must have our interest in the Land recorded in any appropriate records of the arrangement (eg the strata roll).
- (e) You irrevocably authorise us at any time to obtain from anybody any information relating to the arrangement.

- (f) In addition to the other events of default specified in Part 4 of this mortgage memorandum, we may decide default occurs if anything occurs or is proposed in relation the arrangement which materially adversely affects the value of the Land, your ability to use the Land or any of the common property, or if there is any alteration, subdivision, consolidation, or other dealing affecting any common property to which we have not consented.

5.02 Agricultural lands

If any part of the Land is agricultural or pastoral land, you must properly manage and maintain the Land and keep the Land free from noxious animals and plants. On demand, you must grant to us security in a form specified by us over any existing or future produce of the Land (including wool clips and agricultural crops) and any machinery, plant, or water rights on or relating to the Land.

5.03 Building works on the Land

This clause applies if any building works are commenced on the Land. No building works may be commenced on the Land without our prior written consent.

- (a) You must complete the building works expeditiously in accordance with the best skills and practices to our satisfaction and in accordance with plans and specifications approved by us and in accordance with the requirements of any responsible authority (eg a local council).
- (b) You must comply with any obligations under any building contract and pay any money due in connection with the building works as it becomes due (eg pay the builder on the due date) including professional and consultancy costs.
- (c) You must not contract with any person in relation to the works or alter the plans and specifications or building contract for the works without our prior written consent. You must require the builder to promptly and properly perform its obligations under any building contract.
- (d) Upon completion of the building works, if required by us, you must obtain such certificates as we reasonably require to evidence that the building works have been properly completed (eg a certificate issued by a local government department or council). At your cost, we may obtain any reports or other information we require during and upon completion of the building works.
- (e) If you default in completing the building works, we may (but are not obliged to) complete the works and may do anything and sign anything we consider appropriate to complete the building works. We need not complete the works and may sell the Land in its existing state and condition. Any money that we spend completing the building works forms part of the Debt secured by the Mortgage.

- (f) If we are advancing money to fund the building works, we may decide not to make any additional advances until we are satisfied with the progress of the building works and have received any reports or other information we require.
- (g) In no circumstances will we be responsible for the building works even if we pay the builder direct. Any monitoring of the works by us will be for our own purposes. We do not owe you a duty to exercise care or skill in doing so.

5.04 Leased Land

If all or any part of the Land is leased to you (ie it is leasehold land), you must comply with all the terms of the lease and must promptly inform us of any default.

If the lease contains any option to renew, you must exercise the option to renew and grant to us a mortgage in a form approved by us over any lease for a further term.

You must not agree to any variation of any term of the lease or to any change in the rent without obtaining our prior written consent.

Part 6: General matters

This part of the mortgage memorandum sets out some general provisions.

6.01 You must notify us of certain things

You must promptly notify us in writing if default occurs, if there is any damage to the Land (including the contracts and other property included in the definition of Land), or anything happens which materially affects the Land or its value. You must also provide to us within 14 days of our request any information we require relating to your assets and financial affairs.

6.02 Statutes

There may be some statutes (ie laws passed by parliament) or other law (usually called common law) intended to limit mortgagees' rights. None of those statutes or laws will operate to limit our rights under the Mortgage unless by law those rights cannot be negated. In particular, we need not give any notice before exercising any right, power (including the power of sale), or remedy under the Mortgage unless required by law, and if the law does require notice, we need only give one day's notice or the shortest notice required by that law. If any of the provisions of the Mortgage are illegal or become illegal at any time, the affected provisions will cease to have effect, but the balance of the Mortgage will remain in full force and effect.

6.03 Consumer legislation

The Mortgage may secure partly regulated credit and partly unregulated credit. To the extent the Mortgage secures regulated credit (ie money due under a loan contract or under some other arrangement regulated by any consumer legislation), the Mortgage only secures the amount authorised by that legislation in relation to that credit. For example, to the extent the

Mortgage secures money due under a credit contract regulated by the Consumer Credit Code, the Mortgage only secures the amount due under that credit contract, any reasonable enforcement expenses, and any other money authorised by the Consumer Credit Code. This clause does not restrict how the Mortgage secures unregulated credit. To the extent that the Mortgage relates to regulated credit, any provisions which do not comply with the relevant consumer legislation have no effect in relation to that consumer credit.

6.04 Governing law

The Mortgage is governed by and interpreted in accordance with the law for the time being in force in the jurisdiction where the Land is located, and the courts of that jurisdiction can deal with any matter relating to the Mortgage.

6.05 How we can deal with the Mortgage

We may assign or otherwise deal with the Mortgage in any way we wish. You must sign anything and do anything we reasonably require to enable any dealing with the Mortgage. Of course, any dealing with the Mortgage does not change your obligations under the Mortgage.

6.06 Disclosure of information by us

We may disclose to anybody any information about you, the Land, and the Mortgage including the management of or dealings with your mortgage, or in connection with running our business, or as required by law.

6.07 Your liability continues

- (a) Your obligations under the Mortgage continue irrespective of anything which happens to you, the Debt, or anything else. For example, the obligations continue if you die or are made bankrupt, if you are a partnership and the partnership ends or the members change, or if you are a company and it is wound up.
- (b) We need not give a discharge of the Mortgage until we are satisfied there is no likelihood of any Debt being due by you to us on any account whatever. Even if the Mortgage is discharged, any of the Debt which is outstanding, or becomes outstanding after the discharge, must still be paid.

6.08 Power of attorney

To make sure the Mortgage is valid and to enable enforcement after default, you must give to us and certain other people your power of attorney as set out in this clause.

You irrevocably and for valuable consideration appoint us and any receiver, manager, or receiver and manager appointed by us and each of our directors and managers from time to time alone or together to be your attorneys to sign anything and do anything required to make sure the Mortgage is valid. At any time after default occurs your attorneys can sign anything and do anything they wish in relation to the Land (including the contracts and other property

included in the definition of Land). In addition, the attorneys can exercise any powers, authorities, duties or functions as a trustee if you are a trustee and may sign things and do things which benefit us.

6.09 Valuation and reports on Land

We may obtain at your cost an independent valuation or other report of the Land whenever and as often as we decide. Any valuation or other report is for our use only and we are not obliged to inform you of anything adverse contained in any of them. If the contents of those documents or any other documents obtained by us become known to you, we accept no responsibility if you rely on them.

6.10 If you are a trustee

If you are at any time trustee of any trust, you are liable under the Mortgage in your own right and as trustee of the trust. Accordingly, we can recover against the trust assets as well as you. Default occurs if there is a change of trustee, a termination of the trust, or any change to the terms of the trust without our consent.

6.11 Certificate by us

A certificate signed by or on our behalf as to a matter or as to an amount payable to us in connection with the Mortgage is conclusive and binding on you.

6.12 Mortgage effective

You must sign anything and do anything we require to make sure the mortgaging of the Land to us and the Mortgage is valid.

6.13 How notices may be given

We may give a notice to you by personal delivery or prepaid ordinary post sent to your address shown on the Mortgage, sent to the Land, sent to your registered office (if you are a company), or sent to your last address known to us. We may also give a notice by facsimile. The notice may be signed by any employee, solicitor, or agent on our behalf. The notice will be deemed to be validly served even if not received by you.

6.14 Waiver

We only lose the power to exercise any of our rights under the Mortgage by an express written statement that we waive that right.

If the borrower is a company or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) it will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.

Part 3 – Information Statement

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a pre contractual statement containing certain information about your contract. The pre contractual statement, and this document, must be given to you before:

- your contract is entered into; or
- you make an offer to enter into the contract, whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example-

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for:
 - a change in the way in which interest is calculated;
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution

provider is the Credit Ombudsman Service Limited and can be contacted on 1800 138 422, by email at info@cosl.com.au or in writing to PO Box A252, South Sydney, NSW, 1235.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If

you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 22 and 23. Otherwise you may:

- if the mortgaged property is goods - give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first;

OR

- give the property to someone who may then take over the repayments – but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor who may be able to help you.

You should understand that you may owe money to your credit provider even after mortgaged property is sold.

19. Can my credit provider take or sell the mortgaged property? Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

22. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of the contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are

being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE CREDIT OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED ON 1800 138 422, BY EMAIL AT INFO@COSL.COM.AU OR IN WRITING TO PO BOX A252, SOUTH SYDNEY, NSW, 1235.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Welcome

Thank you for choosing us to provide your loan. Firstmac Limited ACN 094 145 963 ('we/us/our') is the servicer of loans made by the lender named in the credit contract incorporating these conditions. This means that you will deal with 'Firstmac Limited' as this is the company who assists customers.

The purpose of this credit guide is to assist you in deciding whether you want to enter into a credit contract with the lender, serviced by Firstmac Limited.

About Firstmac

Key information and contact details

ACN	094 145 963
Australian Credit Licence	290600
Address	Level 40, Riverside Centre 123 Eagle Street Brisbane QLD 4000
Website	www.firstmac.com.au
Phone	13 12 20 (+61 7 3017 8888) 7am to 7pm AEST Monday to Friday
Email	customercare@firstmac.com.au

Firstmac's responsibility to you

Under the law, Firstmac must ensure that any credit, such as a loan, or principal increase to a loan, that Firstmac arranges for you, is not unsuitable for you. To determine this, Firstmac must:

- make reasonable enquiries about your requirements and objectives;
- make reasonable enquiries about your financial circumstances;
- take reasonable steps to verify your financial situation.

Credit will be unsuitable if, at the time Firstmac makes its assessment, it is likely that when the credit contract is made:

- you could not pay or could only pay with substantial hardship;
- the credit will not meet your requirements and objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed the credit contract will cause substantial hardship unless the contrary is proved. For this reason you must provide a significant amount of information about your circumstances. It is very important that the information you provide is accurate.

You can request a copy of Firstmac's credit assessment of you. Firstmac must provide a copy (at no charge to you) as soon as possible if you request it before entering the credit contract; within 7 business days if your request is made within 2 years of entering the credit contract; or otherwise within 21 business days. Firstmac does not need to give you a copy of the assessment if your request is made more than 7 years after entering into the credit contract or if the credit contract did not proceed.

What if something goes wrong?

Please talk to Firstmac first. Our internal dispute resolution process is free. Firstmac strives to ensure you are happy with its products and services.

If you have any complaints you should contact the Customer Relations Manager by:

Calling	13 12 20 during usual business hours
Emailing	customerrelations@firstmac.com.au
Writing to	Relations Manager GPO Box 7001, BRISBANE QLD 4001

You can also speak to any representative of our business who will refer you to the Customer Relations Manager. You should explain the details of your complaint as clearly as you can.

You may do this verbally or in writing. When Firstmac receives a complaint, it will attempt to resolve it promptly to prevent any unnecessary and inappropriate escalation of minor complaints.

Still not happy?

External dispute resolution process

If Firstmac's internal dispute resolution process has not resolved your complaint, you may contact the Credit & Investments Ombudsman Ltd (CIO) by:

Visiting	www.cio.org.au
Calling	Complaints: 1800 138 422 9am to 5pm AEST, Monday to Friday
Faxing	Complaints on (02) 9273 8440
Writing to	Credit & Investments Ombudsman Ltd PO Box A252, South Sydney, NSW 1235

External dispute resolution is a free service to provide you with an independent mechanism to resolve your complaint.

If you would like more details about Firstmac's dispute resolution procedures and / or privacy policy, please contact Firstmac.

Things you should know

Firstmac does not make any promises about the value of any property you finance or its future prospects. You should always rely on your own enquiries.

Firstmac does not provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. You should obtain independent legal and financial advice before you enter any loan contract.

We also provide funding for mortgage managers to provide loans. Our mortgage managers market and manage loans for us under a written agreement.

Questions?

If you have any questions about this credit guide or need to know anything about Firstmac's services, just call 13 12 20.

Welcome

Thank you for choosing loans.com.au Pty Limited.

Our credit guide

We market the Firstmac range of loans. We are not finance brokers.

Our responsibility to you

Under the law, we must ensure that any credit, such as a loan, or principal increase to a loan, that we arrange for you, is not unsuitable for you. To determine this, we must:

- make reasonable enquiries about your requirements and objectives;
- make reasonable enquiries about your financial circumstances;
- take reasonable steps to verify your financial situation.

Credit will be unsuitable if, at the time we make our assessment, it is likely that when the credit contract is made:

- you could not pay or could only pay with substantial hardship;
- the credit will not meet your requirements and objectives.

For example, if you can only repay by selling your principal place of residence, it is presumed the credit contract will cause substantial hardship unless the contrary is proved. For this reason you must provide a significant amount of information about your circumstances. It is very important that the information you provide is accurate.

You can request a copy of our credit assessment of you. We must provide a copy (at no charge to you) if you request it within 7 years of when we assist you obtain the loan.

What if something goes wrong?

Please talk to us first. Our internal dispute resolution process is free. We strive to ensure that you are happy with our products and services. If you have any complaints you should contact our Customer Relations Manager by:

Calling	13 10 90 during usual business hours
Emailing	customerrelations@loans.com.au
Writing to	Customer Relations Manager GPO Box 7001, Brisbane QLD 4001

You can also speak to any representative of our business who will refer you to the Customer Relations Manager. You should explain the details of your complaint as clearly as you can. You may do this verbally or in writing. When we receive a complaint, we will attempt to resolve it promptly to prevent any unnecessary and inappropriate escalation of minor complaints.

Still not happy?

If our internal dispute resolution process has not resolved your complaint, you may contact the Credit & Investments Ombudsman Ltd (CIO) by:

Visiting	www.cio.org.au
Calling	Complaints: 1800 138 422 123 9am to 5pm AEST, Monday to Friday
Faxing	Complaints on (02) 9273 8440
Writing to	Credit & Investments Ombudsman Ltd PO Box A252, South Sydney, NSW 1235

External dispute resolution is a free service to provide you with an independent mechanism to resolve your complaint.

If you would like more details about our dispute resolution procedures, please contact us.

Fees payable by you to us

We do not charge you for our services. However, you may need to pay the lender's application fee, valuation fees, and other fees.

Commissions received by us

We may receive fees and commission from the lender. These are not fees payable by you. We act as a mortgage manager for the lender pursuant to a written agreement. We do not act for you in relation to arranging this loan.

Estimate of total fees and charges payable by you to the lender in relation to your loan

Valuation fee \$220.00 payable before the settlement date

Total	\$220.00
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These figures are estimates only and the final figures will be shown in your credit contract. Some or all of these fees may be paid from the loan proceeds. These fees are payable only once.

We are not aware of any other fees or charges payable by you to anyone else in relation to the application for this loan, but the lender may impose some additional requirements.

Commissions payable by us

We source referrals from a broad range of sources. For example, we may pay fees to call centre companies, real estate agents, accountants, or lawyers for referring you to us. These referral fees are generally small amounts and accord with usual business practice. These are not fees payable by you. You may, on request, obtain a reasonable estimate of those commissions and show the commission is worked out.

Things you should know

We don't make any promises about the value of any property or its future prospects. You should always rely on your own enquiries.

We don't provide legal or financial advice. It is important you understand your legal obligations under the loan, and the financial consequences. You should obtain independent legal and financial advice before you enter any loan contract.

Proposal disclosure document

The law also requires us to provide you the following information about the loan that we will arrange for you.

Questions

If you have any questions about this credit guide or need to know anything about Firstmac's services, just call us on 13 10 90.

We recommend you consider obtaining legal and financial advice in relation to this loan.

Loan Agreement

Offer of Loan:	The Lender is pleased to offer a loan to you on the terms and conditions set out in this loan agreement.
Lender:	www.loans.com.au Pty Ltd ACN 117 831 615
Originator/Manager:	loans.com.au Pty Ltd ABN 18 082 587 095 Australian Credit Licence Number 395219
Borrower (or "you"):	Anecito JR Sagrado Mantilla of 17 Valley View Crescent GLENDALE NSW Australia 2285 Charina Mantilla of 17 Valley View Crescent GLENDALE NSW Australia 2285
Loan Reference Number:	254416

The Originator/Manager has arranged for the Lender to make the loan which will be managed by the Originator/Manager. Normally, you deal with the Originator/Manager. In this loan agreement, the Lender and the Originator/Manager are individually and together referred to as "we/us/our".

This document does not contain all the pre-contractual information required by law to be given to you. This document must be read together with Part 1 of 'Your document pack' Version FM3 DATED June 2012 (**T&Cs**) which forms part of this loan agreement. You must perform all of the terms specified in the T&Cs. If there is any conflict between the T&Cs and this document, the terms of this document prevail. If there is any conflict between any provisions of any security or guarantee and this document and the T&Cs, the terms of this document and the T&Cs prevail.

Words in *italics* have special meanings. The *settlement* date is the date we first advance money to you.

Financial Table

This is a table setting out information prescribed by the National Credit Code ("the Code") – a law designed to ensure you have all the information you need to know about your loan.

The following information is prepared as at June 23, 2015 (the Code calls this the *disclosure date*). This information may change before or after the *settlement date*.

Amount of Credit made up of:	\$874,903.98
Dream Loan Construction 1:	\$874,903.98

<p>Annual Percentage Rate (Interest rate)</p> <p>These rates are shown as at the <i>disclosure date</i>. The rates may vary before the <i>settlement date</i>.</p> <ul style="list-style-type: none"> <p>Dream Loan Construction</p> <p>The construction variable rate for this term as at the disclosure date is:</p> <p>(a) until the earlier of completion of construction or 12 months after the <i>settlement date</i>:</p> <p>(b) if construction is not completed within 12 months of the <i>settlement date</i> the interest rate changes to:</p> <p>At the end of the construction period, the interest rate automatically becomes the variable rate unless you select a fixed rate with our approval.</p> <p>The variable rate at the <i>disclosure date</i> is:</p> 	<p>4.49% per annum</p> <p>4.99 % per annum</p> <p>4.49% per annum</p>
<p>Repayments</p> <p>For all accounts other than Line of Credit accounts, your first repayment is due one month after the settlement date. For example, if your loan settles on the 15th January, your first repayment is due on 15th February.</p> <p>Assuming you make all repayments on the due date, and do not make any early repayments or any redraws, the number of repayments you must make will be:</p> <p>You must make repayments monthly on the same day each month as the <i>settlement date</i>. When the <i>settlement date</i> occurs on the 29th, 30th or 31th of a month with no such date, your repayment must be made on the last day of that month.</p> <p>Your monthly repayment of principal and interest calculated using the interest rate disclosed is specified below for each account.</p> <p>Dream Loan Construction</p>	<p>360 repayments</p> <p>Interest Only for 1 years from the settlement date - see below</p>
<p>Interest only loans</p> <p>The interest only term of your Dream Loan Construction is:</p> <p>During any interest only period, monthly repayments equal to interest on your loan for that month (calculated on daily balances of the amount outstanding) will be payable.</p> <p>Principal and interest repayments commence on the repayment day in the month following the end of the interest only period.</p> <p>After any interest only period, repayments will be calculated by dividing the total amount estimated to be payable under this loan agreement (including interest for the whole of the remaining term) by the number of repayments remaining in the term.</p>	<p>1 years from the <i>settlement date</i></p>

<p>Construction Loans</p> <p>If you have a construction loan, until construction is complete or such other day as we advise, you must make repayments on each monthly repayment date equal to interest on your loan for the month ending on that repayment date. Interest is calculated on daily balances of the amount outstanding at the applicable interest rate.</p> <p>After the interest only period, you must make monthly repayments of principal and interest on each repayment date calculated by dividing the total amount estimated to be payable under this loan agreement (including interest for the whole of the remaining term, direct debit fees, and financial institutions duty) by the number of repayments remaining in the term. During the construction period you will not be permitted any redraws on the account or be permitted to make any repayments by means of salary crediting.</p>	
<p>Credit Fees and Charges</p> <p>Fees and charges payable by you on or before the loan is made (Fees are non-refundable unless stated otherwise)</p> <p>Application fee: \$0.00</p> <p>Valuation fee: \$781.00 (including fee for 5 progress inspections for construction loans, if applicable)</p> <p>Settlement fee: \$300.00 (If you request an urgent settlement of your loan this may be possible upon payment of a fee of an additional \$300).</p> <p>Mortgage registration fee: \$107.00</p> <p>Lenders mortgage insurance: \$18,903.98 This amount may be capitalised and added to your loan amount.</p> <p>Progress Payment Administration Fee: \$120.00</p>	
<p>TOTAL: Total fees and charges payable on or before the <i>settlement date</i> (excluding unascertainable amounts)</p>	<p>\$20,211.98</p>
<p>GRAND TOTAL: Grand total fees and charges (excluding unascertainable amounts)</p>	<p>\$20,211.98</p>
<p>In addition, the following fees and charges may become payable by you and may be debited to your account at the time specified below. If no time is specified below, the amount becomes payable by you and may be debited to your account when the service is provided or the relevant event occurs or the expense incurred.</p> <ul style="list-style-type: none"> For construction loans, if we require any progress inspections by a valuer which are additional to any which were paid for before or on settlement of your loan or if the total cost of progress inspections is greater than the fee already paid, you must pay the additional cost. 	<p>Unascertainable</p>

<ul style="list-style-type: none"> • Break costs may be payable if and when the whole or part of a fixed rate loan is repaid during any fixed rate period for any reason, including because you repay early, repayment because of a demand by us after default, or if you swap from a fixed rate before the end of a fixed rate term (which you can only do with our consent). The amount and method of calculating break costs are not ascertainable at the <i>disclosure date</i> in this loan agreement. Break costs are explained in the Terms & Conditions forming part of this loan agreement. In addition, you must pay a break cost administration fee. 	\$150.00
<ul style="list-style-type: none"> • A revaluation fee if the loan is not made within three months of the <i>disclosure date</i> in this contract. 	Unascertainable
<ul style="list-style-type: none"> • An application reassessment fee if as a result of delay in entering this agreement or settling the loan, we are required to reassess the loan. 	\$100.00
<ul style="list-style-type: none"> • If you request that your loan be re-documented prior to the <i>settlement date</i>. This fee does not apply to Firstmac VIP Package customers. 	\$100.00
<ul style="list-style-type: none"> • Discharge administration fee payable at the time of each discharge if repaying your loan in full prior to the expiration of the term of the loan. 	\$300.00
<p>Partial discharge administration fee payable at the time of each partial discharge.</p> <p>In addition, in respect of both full and partial discharges, you must pay any applicable out of pocket expenses including legal costs and disbursements.</p>	\$150.00
<ul style="list-style-type: none"> • Documentation costs on discharge of mortgage payable at the time of any discharge. 	Unascertainable
<ul style="list-style-type: none"> • You may change the limit on your account splits up to 4 times per calendar year without incurring a fee, however if you change the limit more than 4 times in a calendar year a fee will apply to each change. 	\$50.00 per adjustment
<ul style="list-style-type: none"> • If you request an additional loan advance under this loan agreement, you must pay a settlement fee. 	\$300.00 per advance
<ul style="list-style-type: none"> • If you request a deposit book for making deposits to your loan account. 	\$10.00 per deposit book
<ul style="list-style-type: none"> • If you request a copy of a statement. 	\$10.00 per statement
<ul style="list-style-type: none"> • Over the counter deposits. 	\$2.00 per transaction
<ul style="list-style-type: none"> • A dishonour fee whenever a payment to us is dishonoured. 	\$50.00 per dishonour
<ul style="list-style-type: none"> • If you attempt to debit your account (other than transferring from one account under this loan agreement to another) and there are insufficient funds to cover the amount of that debit. 	\$50.00 per dishonour
<ul style="list-style-type: none"> • An internal sweep dishonour fee whenever we have an instruction from you to transfer funds from one account to another account under this loan agreement and there are insufficient funds to cover the amount of the transfer. 	\$20.00 per dishonour
<ul style="list-style-type: none"> • A default fee may be charged if your account is in default. The default fee is charged once your account has been in arrears for 11 days, and then every month thereafter for as long as the default remains. 	\$150.00 per month
<ul style="list-style-type: none"> • If the loan is not made on the agreed date through no fault of ours (ie settlement is cancelled), you may be required at that time to pay a cancellation fee. 	\$75.00

- A splitting fee whenever you request us after the *settlement date* to split your loan into more than one account or request additional split accounts. This fee does not apply where an additional account is created by you in electing to fix the rate on part of your loan. This fee does not apply to Firstmac VIP Package customers.

\$100.00

- Account consolidation fee if you request us to consolidate split loan accounts.

\$100.00

- If the Lender or the Originator/Manager undertakes any of the following:

\$260.00 per attendance

- (a) provides copies of any notice or document;
- (b) provides any special attendances (eg consent to second mortgage) at your request;
- (c) provides information;
- (d) decides to inspect the real estate security or obtain other reports in relation to it; or
- (e) varies your loan at your request (not applicable to Firstmac VIP Package customers).

In addition you must pay any applicable out of pocket expenses including legal costs and disbursements.

Unascertainable

- Payment trace fee, payable whenever we are asked to trace a deposit to a loan account.

\$50.00 per trace

- If any payment to the Lender is for a taxable supply for the purposes of GST or any similar tax, you must also pay to the Lender on demand an additional amount equal to the tax relating to that supply.

Unascertainable

Where you are entitled to have a debit card and / or a cheque book the following fees apply. If you have any doubts as to whether or not you are entitled to those facilities please refer to the Lender.

The following fees apply to a debit card.

- Card replacement / renewal
- ATM credit withdrawal using your Visa debit card
- Any other ATM withdrawal

\$10.00

\$2.00 per transaction

\$2.00 per transaction

With respect to all ATM withdrawals in Australia, you will not be charged for your first 5 withdrawals (8 withdrawals for Firstmac VIP Package customers) per calendar month where withdrawals are made from a "Cue Card" network ATM (please contact us for details of "Cue Card" network ATMs). Note that owners of ATMs may charge you a fee direct for using their ATM. This fee is unascertainable at the *disclosure date*.

- International ATM or EFTPOS
Note that owners of ATMs may charge you a fee direct for using their ATM. This fee is unascertainable at the *disclosure date*.

The amount we are charged, which is unascertainable at the *disclosure date*

The following fees apply to a cheque facility.

- Chequebook
- Cheque special clearance
- Cheque stop payment
- Cheque dishonour

\$10.00

\$25.00

\$50.00

\$50.00

• Copy of cheque/deposit	\$50.00
• Tracing cheque/deposit	\$50.00

Acting reasonably, the Lender or the Originator/Manager on behalf of the Lender can change any of the financial information described above without your consent, including the fees and charges, the amount of repayments, the dates for debiting interest and the dates for making repayments, and interest rates (except during a fixed rate term).

The Lender may introduce new fees and charges without your consent. The Lender will inform you of any changes either in writing or by advertisement in a newspaper circulating throughout your jurisdiction. In making any changes, the Lender will act reasonably.

Other Terms and Conditions

Purpose	You have told us that the loan will be used for Refinance land loan #S211 3485744 00 with St George \$ 265,000. Constructing owner occupied property 24 Paddock Close, Elmore Vale NSW 2287 for \$ 606,000
Payment of loan	At the <i>disclosure date</i> , the Lender understands the loan will be paid to: <ul style="list-style-type: none"> (a) for lenders mortgage insurance premium; \$18,903.98 (b) balance unascertainable at the <i>disclosure date</i>.
Term Security	The loan must be repaid in full 30 years after the settlement date. You acknowledge that the following security extends to and secures any money due under this loan agreement. <ol style="list-style-type: none"> 1. First registered mortgage by Anecito JR Sagrado Mantilla and Charina Mantilla over Property Address: 24 Paddock Close ELERMORE VALE New South Wales Australia 2287 Lot 6 Deposited Plan 1196932 Folio 6/1196932 County NORTHUMBERLAND Parish KAHIBAH
Construction loans	If your loan is a construction loan you must commence construction within 12 months of the settlement date. If you do not commence construction within 12 months from the settlement date, we may elect to convert your loan repayments to principal and interest repayments. If we do so, we will provide you with a notice setting out the new repayment amount.
Commission	A management fee, which under the National Credit Code may be interpreted as a commission for the introduction of credit business, is payable to the Originator/Manager over the life of the loan. The amount of a commission is not ascertainable at the <i>disclosure date</i> .
Special Conditions	<ul style="list-style-type: none"> • All progress payments to Builder, will be made on a cost to complete basis verified by certificates of inspection, completed by an independent valuer, irrespective of the building stage, amount or percentage claimed. • Borrower to complete Customer Identification Checklist prior to settlement and certified copy of Photo ID • Copy of Mine subsidence Board Section 15B certificate, confirming your property is eligible for compensation if affected by mine subsidence, required prior to settlement • The full copy of your fixed price building contract, including plans and specifications for the construction.

A handwritten signature in black ink, consisting of a stylized, cursive script.

Signed on behalf of the Lender:
for www.loans.com.au Pty Ltd ACN 117 831 615

Borrower Copy

How to Proceed

By signing this loan agreement, each of you have made the following declarations.

1. You have carefully read this loan agreement and the T&Cs and understand they establish a legal contract between you and the Lender. *If you have any questions, ask before you sign.*
2. All information you have given directly or indirectly to us and your agents, including information not in your handwriting on the loan application form which you have signed, and lawyers is accurate and not misleading. You acknowledge that we are relying on that information to enter this transaction.
3. You acknowledge that you can service the loan without undue hardship.
4. Other than this loan agreement and the T&Cs, you have not relied on any promise or representation by anybody when deciding to enter this transaction.
5. The loan will be used only for the purpose set out above under 'Purpose'.

We reserve the right to withdraw from this transaction if this offer is not accepted within 14 days from the *disclosure date* on page 1 of this loan agreement, or if the initial drawdown does not occur within 60 days of that date, or if anything occurs which in our opinion makes settlement undesirable.

Execution by Borrower

To accept this offer you must sign and date this document below and return it to loans.com.au Pty Ltd, Level 40, Riverside Centre, 123 Eagle Street, Brisbane QLD 4000 or GPO Box 7001, Brisbane QLD 4001.

If the borrower is a company or if this loan is predominantly used for business purposes or investment purposes (except for investment in residential property) it will not be regulated by the National Credit Code despite any statement that the National Credit Code applies to this loan. The information statement below only applies to you if your loan is regulated by the National Credit Code.

Important

Before you sign

- Read this contract document so that you know exactly what contract you are entering into and what you will have to do under the contract.
- You should also read the information statement: “*Things you should know about your proposed credit contract*”.
- Fill in or cross out any blank spaces.
- Get a copy of this contract document.
- Do not sign this contract document if there is anything you do not understand.

Things you must know

- Once you sign this contract document, you will be bound by it. However, you may end the contract before you obtain credit, or a card or other means is used to obtain goods or services for which credit is to be provided under the contract, by telling the credit provider in writing, but you will still be liable for any fees or charges already incurred.
- You do not have to take out consumer credit insurance unless you want to. However, if this contract document says so, you must take out insurance over any mortgaged property, such as a house or car.
- If you take out insurance, the credit provider cannot insist on any particular insurance company.
- If this contract document says so, the credit provider can vary the annual percentage rate (the interest rate), the repayments and the fees and charges and can add new fees and charges without your consent.
- If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

[SIGN HERE]

Anecito JR Sagrado Mantilla

Date:

[SIGN HERE]

Charina Mantilla

Date:

Details of settlement funds and direction and authority

Application ID: 254416

Total loan amount: \$874,903.98

Fees

Valuation fee	\$781.00	
Settlement fee	\$300.00	
Lenders Mortgage Insurance	\$18,903.98	
Progress Payment Administration fee	\$120.00	
Sub total		\$20,104.98

Government fees

Discharge of mortgage – registration fee	\$107.00	
Mortgage – registration fee	\$107.00	
Sub total		\$214.00

Total fees payable (ascertainable only) \$20,318.98

Fees received \$220.00

Retained for construction \$682,943.00

Balance of funds available for settlement \$171,862.00

Authority and undertaking

FirstMac Limited or its agents may complete blank spaces in the mortgage and other documents relating to my loan, by inserting the appropriate date and other details which are incomplete in order to effect stamping and registration. I/We undertake to do all things necessary to comply with requisitions raised relating to stamping and registration of these documents.

Acknowledgement

We acknowledge that interest accrues from the day the Lender first draws cheques or allocates money from the loan irrespective of when settlement actually occurs.

Surplus funds

Please note: Surplus funds may not be banked or deposited until the next business day after settlement. I understand that if no direction is given, surplus funds will be automatically credited to my account nominated on the direct debit request by NORMAL BANK DEPOSIT where clearance times of up to 3 days are applicable.

Where there are surplus funds not required to complete my transaction, please deposit funds into the following accounts by NORMAL BANK DEPOSIT (note – normal banking clearance times of up to 3 days are applicable, dependent upon your financial institution's processing time). The Lender or its Nominee accepts no liability for delays in processing due to invalid BSB or ACCOUNT numbers advised.

Account name: _____

Financial institution: _____

Branch: _____

Branch number (BSB): _____ Account number: _____

Note: all surplus is to be banked into an account in ALL borrowers' names. If no such account exists all funds will be returned to the loan account for redraw.

Dated: this _____ day of _____ 2015

Signed

Signed

MORTGAGE

New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

6/1196932

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE M
	Reference: _____	

(C) **MORTGAGOR**

Anecito JR Sagrado Mantilla and Charina Mantilla

mortgages to the mortgages all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D)

- annexure _____ hereto
- memorandum No. 9534581 field pursuant to section 80A Real Property Act 1900

(E)

Encumbrances (if applicable): _____

(F) **MORTGAGEE**

www.loans.com.au Pty Ltd ACN 117 831 615
TENANCY:

(G) **DATE** _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of witness:

Signature of mortgagor: **See Annexure A**

Name of witness:

Address of witness: _____

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

[See note* below].

Signature of witness:

Signature of attorney: **See Annexure A**

Name of witness:

Address of witness: _____

Attorney's name:

Signing on behalf of: _____

Power of attorney-Book: _____

-No.: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to MORTGAGE

Parties:

MORTGAGOR: Anecito JR Sagrado Mantilla and Charina Mantilla

MORTGAGEE: www.loans.com.au Pty Ltd ACN 117 831 615

Dated: _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Signature of witness: _____

Name of witness: _____

Address of witness: _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Signature of witness: _____

Name of witness: _____

Address of witness: _____

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence. [See note* below].

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of mortgagor: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of mortgagor: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney: _____

Attorney's name:

Brett Andrew Johnson / Ann Elizabeth McAndrew
Manager (an employee of Firstmac Limited)

Signing on behalf of:

www.loans.com.au Pty Ltd ACN 117 831 615

Power of attorney-Book: 4620

-No.: 18

MORTGAGE

New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

6/1196932

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE M
	Reference: _____	

(C) **MORTGAGOR**

Anecito JR Sagrado Mantilla and Charina Mantilla

mortgages to the mortgages all the mortgagor's estate and interest in the abovementioned land and covenants with the mortgagee that the provisions set out in the annexure and/or memorandum specified below are incorporated in this mortgage:

(D)

- annexure _____ hereto
- memorandum No. 9534581 field pursuant to section 80A Real Property Act 1900

(E)

Encumbrances (if applicable): _____

(F) **MORTGAGEE**

www.loans.com.au Pty Ltd ACN 117 831 615
TENANCY:

(G) **DATE** _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of witness:

Signature of mortgagor: **See Annexure A**

Name of witness:

Address of witness: _____

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

[See note* below].

Signature of witness:

Signature of attorney: **See Annexure A**

Name of witness:

Address of witness: _____

Attorney's name:

Signing on behalf of: _____

Power of attorney-Book: _____

-No.: _____

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to MORTGAGE

Parties:

MORTGAGOR: Anecito JR Sagrado Mantilla and Charina Mantilla

MORTGAGEE: www.loans.com.au Pty Ltd ACN 117 831 615

Dated: _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Signature of witness: _____

Name of witness: _____

Address of witness: _____

(H) I certify I am an eligible witness and that the mortgagor signed this dealing in my presence. [See note* below]

Signature of witness: _____

Name of witness: _____

Address of witness: _____

I certify that I am an eligible witness and that the mortgagee's attorney signed this dealing in my presence. [See note* below].

Signature of witness: _____

Name of witness: _____

Address of witness: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of mortgagor: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor.

Signature of mortgagor: _____

Certified correct for the purposes of the Real Property Act 1900 by the mortgagee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of attorney: _____

Attorney's name:

Brett Andrew Johnson / Ann Elizabeth McAndrew
Manager (an employee of Firstmac Limited)

Signing on behalf of:

www.loans.com.au Pty Ltd ACN 117 831 615

Power of attorney-Book: 4620

-No.: 18