

# **HOMELOANS LIMITED**

ACN 095 034 003

Australian Credit Licence 247829

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## **YOUR LOAN CONTRACT**

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# LOAN CONTRACT

**Offer**

To: Anecito Jr Sagrado Mantilla  
17 Valley View Cres, Glendale NSW 2285

Charina Mantilla  
17 Valley View Cres, Glendale NSW 2285

Perpetual Limited, ACN 000 431 827 is the lender (*“the Lender”*) and offers to enter into the loan contract with you on the terms set out in the *Schedule* below and the *General Conditions*.

**Acceptance**

You will be taken to have accepted this offer on the date *the Lender* or your *Mortgage Manager* receives a copy of this offer signed by all of you. If you do not accept this offer by the *final acceptance date*, this offer will lapse.

If you accept this offer, a loan contract on the terms set out in the *Schedule* below and the *General Conditions* will come into existence on the *Settlement Date*.

Some words and phrases used in your *loan contract* have special meanings. Those special meanings are in the condition headed “*Interpretation*” in the *General Conditions*. When a word or phrase has a special meaning, it is printed in italics (*like this*).

## SCHEDULE

This *Schedule* does not contain all of the information you may be required to be given by law before you enter into your *loan contract*. The rest of that information is contained in the *General Conditions*, and in the *Information Statement* enclosed with those conditions.

**1. Financial Table**

<b>Maximum Amount of Credit</b>	Account: 48900740	\$874,600.00
<b>Annual Percentage Rates</b>	<ul style="list-style-type: none"> <li>• Residential Variable Rate  This rate is the reference rate called the <b>Homeloans Optima Standard Variable Rate</b> minus a margin of 1.01%. This <i>annual percentage rate</i> is currently 4.46%. This <i>annual percentage rate</i> applies to the <i>balance of your account</i> except any part of that <i>balance</i> to which a default rate then applies.</li>   <li>• Default Rates  This rate is the <i>annual percentage rate</i> which would otherwise apply to the whole of the <i>balance of your account</i> if there was no default in payment plus a margin of 2% per annum. This rate is currently 6.46%. This rate applies to any amount included in the <i>balance</i> that has not been paid by its due date and applies to that unpaid amount until it is paid.</li> </ul>	
<b>Repayments</b>	<p>(1) Scheduled monthly repayments:</p> <p>If the <i>settlement date</i> is on or before the 15th of a month:</p> <ul style="list-style-type: none"> <li>• the number of repayments is 361,</li> </ul>	

- the first repayment is due on the first *business day* of the next month, and
- later repayments are due monthly on the first *business day* of each month after the first repayment is due.

If the *settlement date* is after the 15th of a month:

- the number of repayments is 360,
- the first repayment is due on the first *business day* of the second month following the month in which the *settlement date* occurs, and
- later repayments are due monthly on the first *business day* of each month after the first repayment is due.

During the *construction period*, the amount of each repayment is the total of:

- the amount of interest charges calculated by applying the daily percentage rate (being the applicable *annual percentage rate* divided by 365) to the relevant portion of the *daily balance* for each day during the period:
  - for the first repayment, starting on the *settlement date* and ending on the day before the first repayment is due (including each of those days), and
  - for later repayments, starting on the day the previous repayment was due and ending on the day before that repayment is due (including each of those days), plus
- the direct debit transaction fee in respect of that repayment, plus
- the *government transaction charges* in respect of that repayment.

After the end of the *construction period* the amount of each repayment is \$4,494.75.

(2) Over Limit Amount:

If the *balance* of any *account* on any day exceeds the *scheduled balance* of that *account*, you must immediately pay the amount by which that *balance* exceeds that *scheduled balance*.

### Credit Fees and Charges

#### 1. Fees and charges which ARE payable ON OR PRIOR to the *settlement date*:

Name	Amount or method of calculation	When payable
Application fee	\$0.00	When you apply for your <i>loan</i> (or if you have not yet paid all of it, the unpaid amount is payable on the <i>settlement date</i> )
Construction loan administration fee	\$999.00	On the <i>settlement date</i>
Documentation fee	The amount of all fees <i>the Lender</i> has to pay its solicitors, conveyancers or any other person in connection with the preparation and settlement of your <i>loan contract</i> and the <i>security</i> , to the extent to which reimbursement is sought from you. These fees may be charged directly to you by these service providers	On or prior to the <i>settlement date</i>
Valuation fee	The amount of all valuation fees <i>the Lender</i> or your <i>Mortgage Manager</i> incurs or has to pay its valuer in connection with the valuation of the <i>mortgaged property</i> , to the extent to which reimbursement is sought from you	On the <i>settlement date</i>

### Government fees and charges

Registration fees (for all documents which <i>the Lender</i> knows will be registered)	\$219.00	On or prior to the <i>settlement date</i>
Mortgage stamp duty	\$3,441.00	On or prior to the <i>settlement date</i>
The amount of mortgage stamp duty assumes <i>you</i> are not entitled to a stamp duty exemption or concession. It is the responsibility of <i>you</i> or <i>your</i> solicitor or conveyancer to determine whether <i>you</i> are entitled to a mortgage stamp duty exemption or concession.		
<b>2. Fees and charges which ARE payable AFTER the <i>settlement date</i>:</b>		
<b>Name</b>	<b>Amount</b>	<b>When payable</b>
Nil	\$0.00	Nil
<b>3. Totals of ascertainable credit fees and charges</b>		
Total <i>credit fees and charges</i> (excluding government fees and government charges)		\$ 999.00
Total <i>credit fees and charges</i> which are government fees or government charges		\$ 3,660.00
Total <i>credit fees and charges</i> payable under <i>your loan contract</i>		\$ 4,659.00
<b>4. Fees and charges which MAY become payable in connection with <i>your loan contract</i>:</b>		
<b>Name</b>	<b>Amount or method of calculation</b>	<b>When payable</b>
Valuation update fee	\$110.00	If the original valuation report of a <i>mortgaged property</i> was obtained by <i>your Mortgage Manager</i> more than 3 months prior to the <i>settlement date</i> , this fee is payable in respect of that <i>mortgaged property</i> on the <i>settlement date</i>
Telegraphic transfer fee	\$30.00	If <i>the Lender</i> telegraphically transfers moneys from any <i>account</i> to another bank or financial institution, this fee will be debited to <i>your account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of <i>your account</i>
General consent fee	\$250.00	When and if <i>you</i> apply for <i>the Lender's</i> consent to any matter relating to <i>your loan contract</i> or the <i>security</i> (other than a matter for which a specific fee is payable) this fee will be debited to <i>your applicable account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i> .
Third party fees	The amounts <i>the Lender</i> incurs or has to pay its solicitors, conveyancers or valuers or the lenders mortgage insurer or any other person as a result of any matter relating to <i>your loan contract</i> or the <i>security</i> after the <i>settlement date</i> , to the extent to which reimbursement is sought from <i>you</i> . These fees may be charged directly to <i>you</i> by these service providers	When <i>the Lender</i> is required to pay or pays these amounts

Manual redraw fee	\$50.00	When and if <i>you</i> make a request for a <i>redraw advance</i> in writing to <i>your Mortgage Manager</i> , this fee will be debited to <i>your account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i>
Bank fee for declined direct debits	\$5.00	If a direct debit from an account with a bank or other financial institution is declined, this fee will be debited to <i>your applicable account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i>
Bank dishonour fee for cheques/payment orders	\$5.00	If a cheque or payment order is received by <i>the Lender</i> and is dishonoured, this fee will be debited to <i>your applicable account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i>
<i>The Lender's</i> dishonour fee	\$10.00	If a direct debit from an account with a bank or other financial institution is declined or a cheque or payment order received by <i>the Lender</i> is dishonoured, this fee will be debited to <i>your applicable account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i>
Contractual arrears fee	\$25.00	If <i>you</i> do not pay the scheduled monthly repayment amount when due under <i>your loan contract</i> , this fee will be debited to <i>your applicable account</i> . After that debit is made, this fee is payable as part of the <i>balance</i> of that <i>account</i>
Mortgage discharge fee	\$400.00	Payable if <i>you</i> request a full discharge of mortgage. This fee is payable at the time of discharge
Break costs payable on early repayment during <i>fixed rate periods</i>	The amount calculated in accordance with the applicable <i>break cost method</i>	<p>This break cost is payable if, during a <i>fixed rate period</i>:</p> <ul style="list-style-type: none"> <li>the whole of the <i>loan</i> to which a fixed rate applies is repaid. In this case, this break cost is payable on the date of that repayment, or</li> <li>any part of the <i>loan</i> to which a fixed rate applies is repaid ahead of or in addition to the scheduled repayments (except where that amount plus any other amount prepaid during the preceding 12 months does not exceed 5% of the <i>loan</i> to which the fixed rate applies). If this break cost is payable, it will be debited to <i>your fixed account</i> on the date of that repayment and will be payable after that debit is made as part of the <i>balance</i> of that <i>account</i>, or</li> </ul>

- the fixed rate that applies under *your loan contract* is changed by agreement to another type of *annual percentage rate*. In this case, this break cost will be debited to *your* applicable *account* on the date the type of *annual percentage rate* is changed and will be payable after that debit is made as part of the *balance* of that *account*

#### Other government fees and charges

Mortgage stamp duty	If additional mortgage stamp duty is payable, this will be calculated at the relevant statutory rate	When <i>the Lender</i> is required to pay or pays the additional mortgage stamp duty to the relevant government body
Registration fee (on any additional document which <i>the Lender</i> may need to register)	What has to be paid to the relevant government body to register the document	When <i>the Lender</i> lodges the additional document for registration (unless previously paid)
Production fee (in relation to production of a title deed)	What has to be paid to the relevant government body when <i>the Lender</i> produces a title deed	When <i>you</i> request <i>the Lender</i> to produce a title deed (unless previously paid)

Under *your loan contract*, *the Lender* may change some of the information in this Financial Table without your consent. Those changes *the Lender* can make are:

- changes to the amount or frequency of payment of the repayments,
  - changes to any *annual percentage rate* (other than a fixed rate that applies during any *fixed rate period*),
  - changes to the amount or frequency of payment of *credit fees and charges* (other than the break cost), and
  - imposing new *credit fees and charges* where there are new costs associated with *your loan contract*.
- The Lender* will act reasonably when it makes such a change, and will notify *you* of these changes in accordance with the terms of *your loan contract*.

## 2. General Information

**Credit Provider:** Perpetual Limited, ACN 000 431 827 (referred to as “the Lender” throughout this document, your General Conditions and other documents).

**Borrower’s Name and Home Address:** Anecito Jr Sagrado Mantilla  
17 Valley View Cres, Glendale NSW 2285

Charina Mantilla  
17 Valley View Cres, Glendale NSW 2285

**Loan Type:** Homeloans Optima Basic Construction Home Loan.

**Mortgage Manager:** Homeloans Limited, ACN 095 034 003 (“*Mortgage Manager*”).  
Australian Credit Licence 247829

*The Lender* has appointed *your Mortgage Manager* to manage *your loan contract* and the *securities*, and to exercise all the powers, rights and functions of *the Lender* under *your loan contract* and the *securities*, on its behalf.

**Mortgage Manager's  
Address:**

L 5 50 St Georges Terrace, PERTH WA 6000.

**Payment of commission:**

*The Lender* may pay an introduction fee and a fee for ongoing management to *your Mortgage Manager* the amount of which is unascertainable at the *disclosure date*. *The Lender*, *your Mortgage Manager*, and other persons may pay or receive other commissions, fees or benefits in connection with this loan.

**Construction period:**

From the *settlement date* to:

- the first *business day* of the second month after the date on which the whole of the *loan* is advanced, or
- 1 July 2016 or such later date to which *the Lender* may agree, inclusive, whichever is the earliest.

**Disclosure date:**

9 July 2015. This is the date of this offer and the information in this *Schedule* (including the Financial Table) is correct as at this date.

**Final acceptance date:**

9 August 2015 or such later date as *your Mortgage Manager* may specify.

**Final settlement date:**

80 days from the *disclosure date* or such other date as *your Mortgage Manager* may specify.

### 3. How the Loan will be Paid

*The Lender* will pay the *loan* in accordance with the direction of *you* or a person on *your* behalf, but only if that direction satisfies the purpose of the *loan*. As at the *disclosure date*, it is expected that part of the *loan* will be paid as follows:

Payable To	Amount
Perpetual Limited	\$ 999.00

The amount noted above as being payable to *the Lender* is in payment of some of the *credit fees and charges* set out in this *Schedule*.

*The Lender* does not know how the remainder of the *loan* will be paid.

### 4. Purpose of Loan

The purpose of the *loan* is to assist *you* in constructing an owner-occupied property refinance.

### 5. Security

#### (a) Mortgages

- A registered first *mortgage* is to be or has been taken over the following property:

*Mortgagor(s)*:  
Anecito Jr Sagrado Mantilla  
17 Valley View Cres, Glendale NSW 2285

Charina Mantilla  
17 Valley View Cres, Glendale NSW 2285

Address of *mortgaged property*:  
24 Paddock Close, Elernmore Vale NSW 2287

- The *mortgage(s)* are also taken over any money or negotiable instrument received in payment of any claim on, or on cancellation of, any insurance policy in respect of the *mortgaged property*.

## 6. General Conditions

Your loan contract comprises this *Schedule* and the *General Conditions*. The *General Conditions* are in a booklet format, bearing the document reference number P/GC/06/13.

**This *Schedule* must be read in conjunction with the *General Conditions*.**

## 7. Reference Rates

If a reference rate is to be published (see Condition 10.2 of the *General Conditions*), you will be notified by advertisement in a major national newspaper.

## 8. Conditions That Must be Satisfied Before the Loan Will be Advanced

The Lender is not obliged to advance the loan unless:

- Construction costs of \$682943 (in accordance with your building contract) to be retained at settlement;
- prior to the *settlement date* you provide to the Lender a copy of the vendor's signed and dated front page of the Contract for the Sale of Land and Transfer in respect of the *mortgaged property* located at 24 Paddock Close, Elernmore Vale NSW 22;
- Please ensure your general insurance policy notes "Perpetual Limited" as the first interested party. Your policy must be current for a minimum of 3 months from the date of settlement. For Strata properties, insurance must be current at settlement;
- You will be required to provide updated information for re-assessment if your loan settlement does not occur on or prior to 16 September 2015; and
- At settlement, the Lender will repay the following debt from your loan account: StGeorge, 112-911-348574400, \$256455.00 plus any associated fees and charges which may be payable.

Further conditions that must be satisfied before the Lender is obliged to advance the loan are set out in Condition 1.1 of the *General Conditions*.



.....  
Perpetual Limited  
by its authorised officer



**IMPORTANT NOTE:**

By accepting this offer, you:

- enter into a *loan contract*, on the terms set out in the *Schedule* and the *General Conditions*;
- acknowledge that before signing this document you have received, read and agree to the *Schedule*, the *General Conditions*, each *security* granted by you, and the document entitled "Information Statement - Things You Should Know About Your Credit Contract";
- declare that you fully understand that any *mortgaged property* will be placed at significant risk if there is default under your *loan contract* or any *security*;
- acknowledge that the *Lender* and your *Mortgage Manager* **STRONGLY RECOMMEND** that you obtain independent legal and financial advice regarding the contents and effect of your *loan contract* and any *securities* granted by you, and that you have had an opportunity to seek that advice.

**ACCEPTANCE OF BORROWER**

If you want to accept the offer to enter into your *loan contract* on the terms and conditions set out in the *Schedule* and the *General Conditions*, please sign in the space below and deliver this contract document to the *Lender* or your *Mortgage Manager*.

<b>IMPORTANT</b>	
<b>BEFORE YOU SIGN</b>	<b>THINGS YOU MUST KNOW</b>
* 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.	* 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 should also read the information statement: "THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT".	* You <b>do not</b> 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 that is used as security, such as a house or car.
* Fill in or cross out any blank spaces.	* If you take out insurance, the credit provider cannot insist on any particular insurance company.
* Get a copy of this contract document.	* 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.
* <b>Do not sign</b> this contract document if there is anything you do not understand.	* If this contract document says so, the credit provider can charge a fee if you pay out your contract early.

Signature of Borrower .....  
 Signature of Witness .....  
 (who must not be a party to this loan contract)  
 Date ..... 13-07-2015

Signature of Borrower .....  
 Signature of Witness .....  
 (who must not be a party to this loan contract)  
 Date ..... 13.7.2015

You should retain the additional copies of this document for your records.

- PLEASE ALSO ENSURE THAT *YOU* COMPLETE BOX A OR BOX B. *YOU* SHOULD COMPLETE BOX A IF *YOU* CHOOSE TO OBTAIN LEGAL ADVICE. ALTERNATIVELY, *YOU* SHOULD COMPLETE BOX B IF *YOU* CHOOSE NOT TO OBTAIN LEGAL ADVICE.
- *THE LENDER* AND *YOUR MORTGAGE MANAGER* STRONGLY RECOMMEND THAT *YOU* OBTAIN INDEPENDENT LEGAL AND FINANCIAL ADVICE REGARDING *YOUR LOAN CONTRACT* AND ANY *SECURITIES* GRANTED BY *YOU* BEFORE *YOU* SIGN *YOUR LOAN CONTRACT*.

**YOU MUST COMPLETE  
BOX A**

**THIS BOX MUST BE COMPLETED IF *YOU* CHOOSE TO OBTAIN LEGAL ADVICE**

**I/WE CERTIFY THAT:**

- I/we have obtained legal advice on the nature and effect of the loan contract and all securities to be granted by us (“Documents”) from the solicitor named below.
- I/we understand the nature and effect of the Documents, and do not require them to be translated into another language.
- I/we understand the obligations and risks involved in signing the Documents.
- I/we sign the Documents freely, voluntarily and without pressure from any person.

**NAME OF SOLICITOR:** .....

**DATED:** the ..... day of .....

**SIGNED:** ..... (borrower(s) signature)

..... (borrower(s) signature)

**ALL BORROWERS MUST SIGN**

**OR  
YOU MUST COMPLETE  
BOX B**

**THIS BOX MUST BE COMPLETED IF *YOU* CHOOSE NOT TO OBTAIN LEGAL ADVICE  
IF *YOU* HAVE ANY DOUBTS OR WANT MORE INFORMATION, CONTACT YOUR GOVERNMENT  
CONSUMER AGENCY OR GET LEGAL ADVICE!  
*THE LENDER* AND *YOUR MORTGAGE MANAGER* RECOMMEND *YOU* OBTAIN LEGAL ADVICE!**

**I/WE CERTIFY THAT:**

- I/we have been handed a copy of the loan contract and all securities to be granted by us (“Documents”).
- I/we have read the Documents and this certificate.
- I/we are all the Borrower(s) (and if applicable, the mortgagor(s)) named in the Documents.
- I/we have been given the opportunity to obtain legal advice on the nature and effect of the Documents but have chosen not to do so of our own accord.
- I/we understand the nature and effect of the Documents, and do not require them to be translated into another language.
- I/we understand the obligations and risks involved in signing the Documents.
- I/we sign the Documents freely, voluntarily and without pressure from any person.

**DATED:** the .....<sup>13</sup> day of July 2015.....

**SIGNED:** ..... (borrower(s) signature)

.....  
Stmantilla ..... (borrower(s) signature)

**ALL BORROWERS MUST SIGN**

**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**

Folio Identifier 6/1196932

**(B) LODGED BY**

Document Collection Box <b>1074M</b>	Name, Address or DX, Telephone, and Customer Account Number if any <b>MAKHOUL LEGAL CORP. PTY LTD T/AS MORTGAGE SETTLEMENTS AUSTRALIA, Solicitors PO Box 66, North Ryde BC, SYDNEY NSW 1670 Tel: 8719 4000 LLPN:123862D Reference (optional): DEG:2303352</b>	CODE <b>M</b>
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**(C) MORTGAGOR**

Anecito Jr Sagrado Mantilla and Charina Mantilla

mortgages to the mortgagee all the mortgagor's estate and interest in the above 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 N/A hereto;
  - Memorandum No.AG73874V filed pursuant to section 80A Real Property Act 1900.

**(E)** Encumbrances (if applicable):

**(F) MORTGAGEE**

PERPETUAL LIMITED (ACN 000 431 827) Angel Place, 123 Pitt Street, Sydney  
Australian Credit Licence number 237502  
**TENANCY:**

**(G)**

**DATE**

13 / 07 / 2015

- (H)** I certify that 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:

Name of witness: DR. ROBOLOFO YUCHONGCO JR

Address of witness:

5 JUPITER CIRCUIT  
CAMERON PARK NSW

Signature of mortgagor:

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Sam Makhoul/Charbel Zoghaib  
Solicitor for the mortgagee

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

# Witness certificate

Complete and sign

## What's this used for?

This certificate is signed by an eligible witness to confirm they've verified the identity of the person signing the loan documents.

## Need help?

Please contact MSA National  
(02) 8719 4010  
Monday to Friday

## Who can be an eligible witness?

- Must be over 18 years old
- Must not be a party to the transaction

## What do I need to do?

Complete this form to verify the identity of the person signing the loan documents using one of the methods below.

Witness to complete and sign below

### Name of person being identified

Anecito Jr Sagrado Mantilla

### Please indicate how the witness has identified the person signing the documents (tick one):

- the witness has known the person signing the loan documents for at least 12 months
- the witness has sighted one original document from **list A** below
- the witness has sighted one original document from **list B** below

### Acceptable identification documents

List A **Primary photographic** identification document

- Current drivers license
- Current Australian passport (or expired within last 2 years)
- Card issued under the law of the Commonwealth or another State or Territory for the person proving the person's age

List B **Primary non-photographic** Identification document

- Birth certificate
- Citizenship certificate issued by the Commonwealth or issued by a foreign government and, if the certificate is in a language other than English, a document purporting to contain an English translation of the certificate
- Pension card issued by Centrelink

Sign here

Witness full name

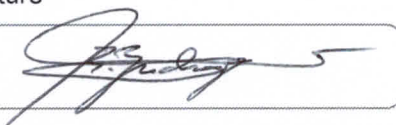
DR RODOLFO YUCHOATGCO JR.

Date

13/07/2015

Witness signature

X



# Witness certificate

Complete and sign

## What's this used for?

This certificate is signed by an eligible witness to confirm they've verified the identity of the person signing the loan documents.

## Need help?

Please contact MSA National  
(02) 8719 4010  
Monday to Friday

## Who can be an eligible witness?

- Must be over 18 years old
- Must not be a party to the transaction

## What do I need to do?

Complete this form to verify the identity of the person signing the loan documents using one of the methods below.

Witness to complete and sign below

## Name of person being identified

Charina Mantilla

## Please indicate how the witness has identified the person signing the documents (tick one):

- the witness has known the person signing the loan documents for at least 12 months
- the witness has sighted one original document from **list A** below
- the witness has sighted one original document from **list B** below

## Acceptable identification documents

- |        |  |  |
|--------|--|--|
| List A | <b>Primary photographic</b><br>identification document     | <ul style="list-style-type: none"><li>• Current drivers license</li><li>• Current Australian passport (or expired within last 2 years)</li><li>• Card issued under the law of the Commonwealth or another State or Territory for the person proving the person's age</li></ul>   |
| List B | <b>Primary non-photographic</b><br>Identification document | <ul style="list-style-type: none"><li>• Birth certificate</li><li>• Citizenship certificate issued by the Commonwealth or issued by a foreign government and, if the certificate is in a language other than English, a document purporting to contain an English translation of the certificate</li><li>• Pension card issued by Centrelink</li></ul> |

Sign here

Witness full name

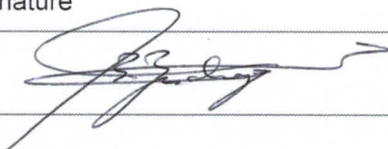
DR RODOLFO YUCHENGA CO JR.

Date

13/07/2015

Witness signature

X



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# Discharge Authority

What's this used for?

This authorises your outgoing lender to book in settlement with us and provide us with a payout figure.

What do I need to do?

To speed up your settlement please complete, sign and send us a copy by:



Fax to (02) 8719 4040 or



Email to [deanna.gerges@msanational.com.au](mailto:deanna.gerges@msanational.com.au).

Then send the original to us with your signed loan contract.

Need help?

Please contact MSA National.

• **Please read these Instructions carefully before you complete the Discharge Authority Form**

Whether a property/security has been sold, a loan is to be refinanced or there is a need to release security, St.George Bank ("the Bank") requires the following information:

- Full name of borrower(s) and guarantor(s)
- Address of property/security(s) to be released
- Loan account number(s)
- Signed declaration
- Contact details of the representative coordinating the settlement (name and phone number(s)).
- Anticipated settlement date and location of settlement
- Forwarding address for correspondence after settlement

Please check the following definitions to determine what type of Release it will be.

## Definitions

### 1. Business Loan Connection

If you have or ever did have a business loan connection with the Bank, this may not be the correct form to complete and may delay your settlement. To avoid this, please contact your Relationship/Business Banker.

### 2. Security Variation (Substitution)

If your proposed situation matches any of the examples provided below, it is a Substitution. For these type of requests, Section F of the Discharge Authority Form needs to be completed.

Existing security property is to be sold/released and substitute security being offered:

- Does not have a mortgage to the Bank
- Currently has a mortgage to the Bank, but not linked to this loan
- Currently has a mortgage to another bank
- Is a Term Deposit until a new property is located
- Is to release your Term Deposit and replace with a new property

### 3. Repaid Loan

If your release request matches any of the examples listed below it is a Repaid Loan and you must complete Section E of the Discharge Authority Form.

- Your loan has been repaid in full and you require the Bank to release your security property
- Your loan has not been repaid in full, however your remaining security property(s) are worth enough to support your existing debts
- Security to be released is an Interest Bearing Deposit (IBD)

If we are discharging a Mortgage over a property:

**Option 1** the Bank can register the Discharge of Mortgage at the Titles registry on your behalf

**Option 2** the Bank can send you the Certificate of Title and Discharge of Mortgage for you to register at the Titles registry

*PLEASE NOTE: If you choose Option 1, a Document Handling fee will be applicable in addition to the State or Territory discharge registration fee.*

### 4. Sold

Where a property has been sold to another party.

### 5. Refinance

Where the loan is to be refinanced by another financial institution (External Refinance).

## Once The Form Is Completed

Once the form is fully completed and signed:

- If Full Discharge - Fax to **02 9995 8300**
- If Partial Discharge or Security Variation (Substitution) - Fax to **02 9995 8304**

or

Mail form to **St.George Bank, Discharges & Security Variations Unit Level 2, Locked Bag 1, Kogarah, NSW 1485**

*Do not return page 1. Please retain for your information.*

**Please Read These Instructions Carefully Before Completing The Form**

Processing will be unable to proceed until all required fields are complete.

**Required fields to be completed:**

- Property/security has been sold ..... Complete sections A, B, C, D, G, H
- Loan(s) is being refinanced ..... Complete sections A, B, C, D, G, H
- Loan(s) has been repaid ..... Complete sections A, B, E, G
- Substituting property/security (Substitution) ..... Complete sections, A, B, C, D, F, G, H

Call your Lender/Relationship Manager if you have any questions on how to complete this form; **OR**  
Call the Customer Contact Centre (CCC) on 1300 883 183; **OR Contact your local branch**

**Section A - Customer Details (Full name of ALL parties involved)**

• Do you have a business loan connection?

No  Yes ▶ contact your Relationship Manager/Business Banker or Business Banking Solutions on 138 266 to arrange for release of security

**NOTE:** Include previous name if name has changed during the life of the loan. Use additional form if more than 4 people are parties to the loan.

Customer name (1)

Borrower  Guarantor

Customer name (2)

Borrower  Guarantor

Customer name (3)

Borrower  Guarantor

Customer name (4)

Borrower  Guarantor

Contact name

Mobile number

Work phone number

Home phone number

Mailing address of each party on loan for **ALL** correspondence after settlement. (If there are more parties on the loan, please attach on a separate sheet clearly labelled with your loan account number).

Customer (1)  Postcode

Customer (2)  Postcode

Customer (3)  Postcode

Customer (4)  Postcode

**Section B - Property/Security(s) To Be Released**

Property (1) Unit/Street no.  Street name   
Suburb  State  Postcode

Property (2) Unit/Street no.  Street name   
Suburb  State  Postcode

Property (3) Unit/Street no.  Street name   
Suburb  State  Postcode

Property (4) Unit/Street no.  Street name   
Suburb  State  Postcode



**Section C - Settlement Type**

Property/security(s) has been (please tick one box only)

Sold

Refinance to **Homeloans / macquarie bank** (Financial Institution)

Go to Section D

Anticipated settlement date

/ /

Property/security variation (Substitution) ▶ Go to Section D

Loan has been repaid (no settlement required) ▶ Go to Section E

Please tick one option only

FULL release of all security properties, or

PARTIAL release only for the above property

Please note: For partial discharges, an additional valuation fee may apply

**Section D - Settlement Details**

In the boxes below please specify the Loan account number(s) and whether they are to be paid out in full.

**5211348574400** is to be Closed?  Yes  No ▶ limit reduced to  balance reduced to

For portfolio loans:  Convert to Savings Account  Close Loan Account

is to be Closed?  Yes  No ▶ limit reduced to  balance reduced to

For portfolio loans:  Convert to Savings Account  Close Loan Account

is to be Closed?  Yes  No ▶ limit reduced to  balance reduced to

For portfolio loans:  Convert to Savings Account  Close Loan Account

is to be Closed?  Yes  No ▶ limit reduced to  balance reduced to

For portfolio loans:  Convert to Savings Account  Close Loan Account

PLEASE NOTE: Where all loans are not being paid out in full, the Bank will contact the customer directly and all requests are subject to the Bank approval. If you have a Personal Loan the payout figure can only be calculated on the morning of settlement

Would you like the Bank to collect all the proceeds at settlement?

No

Yes ▶ NOMINATE A ST.GEORGE ACCOUNT YOU WOULD LIKE ANY SURPLUS CREDITED TO?

BSB 112879

**458493450**

NOTE:  
 • These funds will require 3 days clearance for availability  
 • If no account is nominated, delays may occur

Are any of the above loans part of an Advantage Package?

No

Yes

Withdraw any shortfall funds from St.George Bank account number

Account number

Account Name

**Section E - Loan Has Been Repaid (No Settlement Required)**

Would you like the Bank to register the discharge of the mortgage at the Lands Title Office?

No

Yes ▶ please provide a St.George account number to debit fees

OR send cheque

Where would you like the documents to be sent? (✓)

by registered mail to my residential address as per Section A, OR

to my nearest branch

Please specify branch

Name of person collecting documents

### Section F - Security Variation (Substitution)

Existing security property has been sold and substituted security being offered.

New property/security being provided (please provide a copy of contract of sale if the property is not mortgaged with the Bank):

Unit/Street No. Street Name

--	--

Suburb	State	Postcode

or  Term Deposit Account

A letter of Variation may be sent to:

your nearest branch  , OR  
 via Registered Post to your address supplied in Section B.

### Section G - Change to Customer Authority (all parties must sign)

I/We authorise the Bank to release the above security and to:

- clear or reduce my/our loans;
- charge the applicable fees in accordance with the Terms and Conditions of my/our loan;
- provide a payout figure to my solicitor/conveyancer/refinancer/agent prior to settlement.
- cancel all facilities linked to the loan account (i.e. offset facility);
- charge the applicable fee, if the Bank needs to obtain a valuation of the mortgaged property.

If you are signing as an Executor or Power of Attorney please provide supporting documents.

I/We also agree to be liable for any outstanding amount if there has been any error made in calculating the settlement amount.

Customer (1) signature	Full name	Executor <input type="checkbox"/> P.O.A. <input type="checkbox"/>	Date
X	Anecito Jr Sagrado Mantilla		13 / 7 / 2015

Customer (2) signature	Full name	Executor <input type="checkbox"/> P.O.A. <input type="checkbox"/>	Date
X	Charina Mantilla		13 / 7 / 2015

Customer (3) signature	Full name	Executor <input type="checkbox"/> P.O.A. <input type="checkbox"/>	Date
X			/ /

Customer (4) signature	Full name	Executor <input type="checkbox"/> P.O.A. <input type="checkbox"/>	Date
X			/ /

### Section H - Solicitors/Conveyancers/Refinancers/Other Agents Details

Please complete this section as not providing details may delay the sale/refinance booking with the Bank.

Company name	Your reference
MSA National	DEG2303352

Contact name	Phone number	Fax number
Deanna Gerges	(02 ) 8719 4000	(02 ) 8719 4040

Certificate of title reference	Mortgage number
(1)	(1)
(2)	(2)
(3)	(3)

Settlement location

---

# Repayment, direct debit and transaction authority

What's this used for?

Use this form to set up your loan repayments.

What do I need to do?

Complete and sign the form following this cover sheet:

- If you are making repayments by direct debit
  - please attach a copy of the account statement from the bank account that the direct debit will be processed, so that we may verify the account details
  - the account you nominate must be in the name of at least one of the borrowers.
- If the loan is being advanced in separate accounts (eg. if the loan is a multi credit facility), please complete the repayment details for each account.

Need help?

Please contact MSA National.

---

# Repayment, direct debit and transaction authority

Use this form to set up your repayment arrangements, direct debit and external account transfers for your home loan. Please use black ink.

**For loan account A**

**1 Loan account number**

48900740

You'll be making repayments into this account. For new loans, the account number is listed in your loan contract.

**2 Repayment method**

Direct debit from an external bank account ▶ GO TO 3

Debit from your offset home loan account ▶ GO TO 4

Debit repayments from account B ▶ GO TO 4  
Repayment sweep is only available if account B has a variable rate and contains sufficient funds.

Manual repayments ▶ GO TO 5  
(ie. salary deposit, BPAY® and direct funds transfer)  
Please arrange the salary deposit with your employer. Manual repayments are not available on a fixed rate loan or during a construction period.

**3 Your direct debit details**

**Please debit this account**

Account name  
This account must be in the name of at least one borrower.  
All joint account holders must sign this form overleaf.

\_\_\_\_\_

Name of financial institution  
\_\_\_\_\_

BSB \_\_\_\_\_ Account number \_\_\_\_\_

**4 Repayment frequency and amount**

If you have a line of credit loan, this question is optional.

**Select your repayment frequency**

Monthly on the first business day of each month

Fortnightly on Fridays ▶ DETAILS BELOW

Start on the next available fortnightly cycle

Preferred start date (existing loans only) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Select your repayment amount**

Minimum contractual amount

Higher amount \$ \_\_\_\_\_

**For loan account B (if applicable)**

**1 Loan account number**

\_\_\_\_\_

You'll be making repayments into this account. For new loans, the account number is listed in your loan contract.

**2 Repayment method**

Direct debit from an external bank account ▶ GO TO 3

Debit from your offset home loan account ▶ GO TO 4

Debit repayments from account A ▶ GO TO 4  
Repayment sweep is only available if account A has a variable rate and contains sufficient funds.

Manual repayments ▶ GO TO 5  
(ie. salary deposit, BPAY and direct funds transfer)  
Please arrange the salary deposit with your employer. Manual repayments are not available on a fixed rate loan or during a construction period.

**3 Your direct debit details**

**Please debit this account**

Account name  
This account must be in the name of at least one borrower.  
All joint account holders must sign this form overleaf.

\_\_\_\_\_

Name of financial institution  
\_\_\_\_\_

BSB \_\_\_\_\_ Account number \_\_\_\_\_

**4 Repayment frequency and amount**

If you have a line of credit loan, this question is optional.

**Select your repayment frequency**

Monthly on the first business day of each month

Fortnightly on Fridays ▶ DETAILS BELOW

Start on the next available fortnightly cycle

Preferred start date (existing loans only) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Select your repayment amount**

Minimum contractual amount

Higher amount \$ \_\_\_\_\_

Direct debiting is not available on the full range of accounts. If in doubt, please refer to your bank or other financial institution where you maintain your account before signing this document. You should check the account details provided above against a recent account statement.

Your home loan portfolio will be managed by your Mortgage Manager and serviced by Macquarie Securitisation Limited (MSL) Australian Credit Licence (ACL) 237863 on behalf of the lender Perpetual Limited, ABN 86 000431827.

®Registered to BPAY Pty Limited ABN 69 079 137 518.

### 5 Nominate accounts for transferring funds

Nominating an account allows you to transfer more than \$10,000 through phone and internet banking.

The following are automatically set up as nominated accounts:

- ✓ accounts A and B in your loan contract (funds transfer is not available during the fixed rate or construction period)
- ✓ account listed for direct debit purposes in Section 3
- ✓ offset account.

Do you wish to nominate other accounts?

No ▶ GO TO 6     Yes ▶ DETAILS BELOW

#### Nominated account 1

Account name

Charina Mantilla / Anecito Jr. Mantilla

Name of financial institution

Commonwealth Bank of Australia

BSB

063791

Account number

10891093

#### Nominated account 2

Account name

Name of financial institution

BSB

Account number

### 6 Access money with a Cashcard

By selecting an Offset or Line of Credit Home Loan with variable rates<sup>1</sup>, each borrower requests to receive a Cashcard<sup>2</sup> to access funds through ATMs<sup>3</sup> and EFTPOS for these products. If you tell us you do not want a Cashcard with these products by ticking the box below, we will not provide a Cashcard.

You do not want a Cashcard and understand that you may not be able to access your funds through ATMs and EFTPOS.

- 1 Up to two eligible loan accounts can be linked to the Cashcard and accounts can be changed after activation. Cashcards must be activated before use.
- 2 Cashcards will only be provided in individual names and not company names. A company director who is also a guarantor can receive a Cashcard.
- 3 Withdraw cash or check your balance for free at any Australian ATM branded Westpac, St George, Bank of Melbourne or Bank of SA. Fees may apply through other ATMs.

### 7 Sign here

#### Direct debit request service agreement

The borrower(s) ('you', 'your') authorise and request the Lender ('us', 'our', 'we') to arrange for funds to be debited from your account described on the previous page with any amounts that become due by you to Perpetual Limited (User ID No. 024001) in relation to your loan account through the bulk electronic repayment system. By signing the Direct Debit Request (DDR) you acknowledge you have read and agree to these terms.

1. The DDR will be used to debit amounts due by you under your loan contract with us.
2. If a payment falls due on a non-business day, the amount will be debited on the next business day. If you are uncertain when a debit will be processed to your account, you should contact us.
3. The purpose for which the DDR is used will not be changed without giving you at least 14 days' notice.
4. All information relating to you and your nominated account will be kept confidential subject to any consents you have granted. We may disclose information for the purpose of resolving any disputed payment or claim.
5. You may not terminate the DDR without our consent.
6. You may request a stop to any individual debit by giving written notice to us at least three business days prior to the payment due date. You may also contact your financial institution.

7. You may request deferment or alteration to payments under the DDR by contacting us at least three business days prior to the payment due date.
8. If you consider that a debit has been incorrectly made, you should contact us or your financial institution. We will determine whether the debit was correct, and if not, arrange for an adjustment. Claims may also be directed to your financial institution.
9. You must ensure there are sufficient clear funds available in the nominated account to meet each debit on its due date. You must advise us if the account nominated by you to receive the DDR is transferred or closed.
10. You must arrange a suitable alternate payment method with us if you wish to cancel the DDR and we agree to its cancellation.
11. You must not close or alter the account being debited without our prior written consent and unless approved alternate payment arrangements have been made.
12. If a payment is dishonoured, you may be charged fees by your financial institution, you may incur fees under your contract with us, and you may be in default under that contract.
13. You agree that we may assign this authority to anybody who takes over the ownership or running of your account.

#### Borrower 1 full name

Anecito Jr. Sagrado Mantilla

Borrower 1 signature

X

Date

13 / 7 / 2015

#### Borrower 2 full name

Charina Mantilla

Borrower 2 signature

X

Date

13 / 7 / 2015

#### For the direct debit account listed in section 3

If there are joint account holders who are not borrowers on this loan, they need to give their authority for us to debit their account by signing below.

#### Account holder full name

Account holder signature

X

Date

/ /

# Your settlement authority

Complete and sign

## What's this used for?

This statement gives the Lender and MSA National your authority to prepare and settle your loan.

## Need help?

Please contact MSA National:  
(02) 8719 4010  
Monday to Friday

## Estimated amount available for settlement

We will make the following payments from the loan and pay the balance in accordance with the loan purpose and as directed by you below or by your solicitor (if you have one):

Loan amount	<b>\$874,600.00</b>
Less construction fee to Perpetual Limited	- \$999.00
Less retain for construction to Perpetual Limited	- \$682,943.00
Less registration fees	- \$219.00
<b>Total deductions</b>	<b>- \$684,161.00</b>

## Estimated amount available for settlement

The final amount will be calculated on the settlement date \$190,439.00

We may also deduct the following fees:

- Cheque fees: \$10.00 per cheque required on settlement; after first 5
- Telegraphic transfer fee: \$35 per immediate transfer

Your final payout figure to refinance existing debts is calculated on the date of settlement. If the amount you owe has increased since you applied for the loan (eg due to additional interest charges or outstanding repayments), you'll need to provide additional funds to cover the deficit. Please contact your loan consultant or broker if the amount you owe has increased significantly.

## Authorise the deposit of any surplus funds after settlement

- Please select from the options below to receive surplus funds
- We can only deposit funds into a loan account with a variable rate
- For construction loans, you must nominate a bank account
- If no account is selected, we will automatically deposit surplus funds into the first loan account listed below which is not a fixed rate loan or construction loan

### If there are surplus funds, please deposit funds into the account selected below (tick one):

- |  |                                      |   |
|--|--------------------------------------|---|
| <input checked="" type="checkbox"/> loan account A – account number 48900740 | <input type="checkbox"/> all surplus | <input type="checkbox"/> specific amount \$ _____ |
| <input type="checkbox"/> offset account (if applicable)                      | <input type="checkbox"/> all surplus | <input type="checkbox"/> specific amount \$ _____ |
| <input type="checkbox"/> other bank account (provide details below):         | <input type="checkbox"/> all surplus | <input type="checkbox"/> specific amount \$ _____ |

Account name

BSB

Account number

## Settlement preparations

We, Anecito Jr Sagrado Mantilla and Charina Mantilla, authorise, acknowledge and direct MSA National as follows:

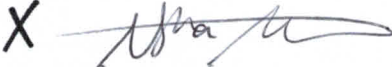
- **will fix up documents**  
We will sign and do all that is reasonably required to amend the documents if they are defective in any way (eg. If we haven't signed them properly)
- **will pay costs and expenses if required**  
If this transaction does not proceed, we may be liable to MSA National for legal costs and expenses incurred up to the time we inform MSA National that the transaction is not proceeding
- **will repay and close accounts**  
Where this loan is subject to a special condition to close and/or repay a credit card or personal loan, we undertake to ensure the account is closed and/or fully repaid within five (5) business days after settlement
- **will renew the insurance policy if required**  
If the Lender accepts an insurance policy for the security property which is due to expire in less than 3 months from the settlement date, we will renew it when it expires
- **have received the loan documents**  
We have received the loan contract, mortgage and general conditions
- **authorise the transfer of funds**  
We authorise you to transfer any moneys held in your trust account for your professional costs and to reimburse government charges and other costs and expenses incurred by you
- **understand MSA National are acting on the lender's behalf and not ours**  
Understand that MSA National cannot provide any legal advice to us

We authorise the Lender and MSA National to:

- **complete and date documents**  
Complete and date mortgages, guarantees and any other documents they require
- **pay the loan amount at settlement**  
Pay the loan amount as described in my loan contract or as directed by our solicitor/conveyancer or us. Any one of us can provide directions on how the loan is to be paid
- **deduct fees**  
Deduct legal and registration fees from the loan amount

Sign here


Anecito Jr Sagrado Mantilla

X 

Date

13-7-2015

Charina Mantilla

X 

Date

13.7.2015