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C&A Friedlander
First Floor, Imperial Bank Terraces
Tyger Waterfront
Bellville 7530

Prepared by me

CONVEYANCER
JOHANNES JACQUES
FOURIE

Fee endorsement		Office fee
	Amount	
Purchase Price/Value	R.....	R.....
Mortgage capital Amount	R. 5 000 000,00	R. 1 846,00
Reason for exemption	Exempt i.t.o. Cat..... section..... Act.....	

REKENAAR: DATAVASLEGGING/COMPUTER DATA CAPTURE		
	DATUM/DATE	OPERATEUR/OPERATOR
OPGENEEM/ENTERED	07/11/18	JFT
GESTAAF/VERIFIED		

CONTINUING COVERING MORTGAGE BOND No.

B 000024767 / 2018

BE IT HEREBY MADE KNOWN

That - KIM EILEEN CAMERON-DOW

("the Appearer"), a duly admitted conveyancer, appeared before me, the REGISTRAR OF DEEDS at CAPE TOWN, being duly authorised by a power of attorney granted to him at Bellville on 04 October 2018, by -

GOOD HOPE PLASTERERS CC
Registration Number 1998/054914/23

("the Mortgagor")

AND the Appearer declared that whereas the Mortgagor has agreed to pass this continuing covering mortgage bond to secure the indebtedness of the Mortgagor to the Bank arising from any cause of debt whatsoever:

NOW THEREFORE the Appearer declared that -

1 The Mortgagor is lawfully indebted and bound to -

THE STANDARD BANK OF SOUTH AFRICA LIMITED
(Registration Number 1962/000738/06)

DATA / VERIFY
08 NOV 2018
FENELOPE NGOGOWANA

its successors in title, order or assigns ("**the Bank**") for -

1.1 the sum of **R5 000 000,00 (FIVE MILLION RAND)**
 ("**the maximum sum**")

1.2 and the additional sum of **R1 250 000,00 (ONE MILLION TWO HUNDRED AND FIFTY THOUSAND RAND)**
 ("**the additional sum**")

of lawful money arising from any cause, including but not restricted to -

1.2.1 existing, future and contingent indebtedness to the Bank, incurred by the Mortgagor;

1.2.2 indebtedness to the Bank incurred by the Mortgagor in his own name, or jointly with any other person, or in the name of any business in which the Mortgagor may be trading, either solely or in partnership with others, or otherwise; and

1.2.3 to the extent permitted by law -

1.2.3.1 indebtedness to the Bank incurred by the Mortgagor arising from money lent or advanced, or to be lent or advanced, by the Bank to the Mortgagor, promissory notes or bills of exchange made, accepted or endorsed by the Bank on behalf of the Mortgagor, money overdrawn on any account of the Mortgagor, any guarantee, suretyship or other form of security executed by the Mortgagor in favour of the Bank or given by the Bank on the Mortgagor's behalf, sums paid by the Bank on behalf of the Mortgagor in respect of premiums of insurance, stand licences, rates and taxes, sums paid by the Bank in respect of amounts referred to in section 102(1) of the National Credit Act 34 of 2005 (the "**Act**"), commission and charges, legal costs of recovery which will be as between attorney and own client, any realisation costs, including advertising costs, and the utilisation by the Mortgagor of any other banking facilities provided by the Bank;

1.2.3.2 indebtedness arising from any indemnity given by the Mortgagor in favour of the Bank, in respect of loss, liability, damages, claims, costs or expenses of any kind (including without limitation, sums due by the Mortgagor in respect of amounts referred to in section 102 of the Act) which the Bank may suffer or incur as a result of a guarantee given by the Bank to any third party for the Mortgagor's obligations to such third party from time to time;

1.2.3.3 interest on all amounts (including arrear interest) secured by this bond calculated in the manner and at the rate agreed upon between the Mortgagor and the Bank or, failing such agreement, in the manner and at the rate usually charged by the Bank for the kind of transaction in question; and

1.2.3.4 any costs incurred by the Bank in connection with this bond.

2 Continuing Covering Security

As continuing covering security for -

2.1 the maximum sum in respect of existing, future and contingent indebtedness of the Mortgagor to the Bank, arising from any cause described in clause 1 above or otherwise, even though the amount of such indebtedness may fluctuate or be temporarily extinguished;

2.2 interest on all amounts secured by this bond, calculated in terms of clause 1.2.3.3 above; and

2.3 to the extent permissible in law, the additional sum in respect of -

2.3.1 any additional interest on amounts secured by this bond which are not included in clause 2.2 above and which would otherwise not be secured by this bond;

- 2.3.2 all costs referred to in clause 1.2.3.4 above, including amounts paid by the Bank in connection with this bond, such as, but not restricted to, charges incurred to protect the continuing covering security provided by this bond or otherwise to assist the Mortgagor, and charges, incurred directly or indirectly, in the maintenance of the property (all of which costs and charges shall be for the account of the Mortgagor);
- 2.3.3 any additional costs, including rates, taxes, charges, insurance premiums, rent and other imposts and fees of whatsoever nature as well as legal expenses between attorney and own client incurred in suing for recovery of any amount due which is secured by this bond, which would otherwise not be secured by this bond; and
- 2.3.4 the costs of preserving and realising the property, and of fire and other insurance premiums, costs of notice or bank exchange owed by the Mortgagor to the Bank; and
- 2.4 all such charges and fees which the Bank is entitled to recover under the Act;
- 2.5 the Appearer declared to pass this mortgage bond and to bind specially as a **SECOND** Mortgage, subject to the terms and conditions set out in this bond,

SECOND

**ERF 9835 PAROW /
IN THE CITY OF CAPE TOWN,
CAPE DIVISION
PROVINCE OF THE WESTERN CAPE**

**IN EXTENT 3990 (THREE THOUSAND NINE HUNDRED AND NINETY)
SQUARE METRES**

**HELD BY DEED OF TRANSFER NUMBER
T14320/2017 /**

SUBJECT TO THE CONDITIONS THEREIN CONTAINED.

("the property").

3 Compliance with laws

The Mortgagor shall, at all times, comply with the conditions of title, the provisions of all servitudes and town planning schemes and with all laws, by-laws, ordinances, proclamations and regulations applicable to or incumbent on the Mortgagor or the property.

4 Assignment

4.1 The Bank shall at any time be entitled, without the consent of the Mortgagor, to cede, make over, transfer, sell and/or delegate any or all of its rights and/or obligations under the terms of this bond to any person or persons or body or bodies, and to register such cession in the appropriate deeds registry, and the Mortgagor hereby agrees and consents to any such cession and/or delegation.

4.2 Even if any loan agreement entered into between the Mortgagor and the Bank ("**loan agreement**"), or any part thereof, is sold, ceded, made over, transferred and/or delegated to any person or body ("**the transferee**"), the Mortgagor acknowledges that the Bank may elect not to cede or sell its rights under this bond to the transferee such that, notwithstanding the sale, cession, make over, transfer and/or delegation of any loan agreement to the transferee, this bond shall continue to serve as continuing covering security for the indebtedness of the Mortgagor to the Bank as set out in clause 2 of this bond.

5 **Security**

The security given to the Bank by this bond shall not replace, but be in addition to, and shall not prejudice (negatively affect), any other security or preference of whatever kind which does, or may, exist in favour of the Bank in respect of any indebtedness referred to in clause 1 or 2 above (as continuing covering security), including the security cession in terms of clause 11 below.

6 **Certificate of Amount Owing**

A certificate signed by any manager of the Bank, whose appointment need not be proved, will on its mere production be sufficient proof of any amount due and/or owing by the Mortgagor to the Bank and secured by or in terms of this bond, unless the contrary is proven.

7 **Joint and Several Liability**

Should there be more than one Mortgagor, then -

7.1 **each of them shall be jointly and severally liable with the other as co-principal debtor for every indebtedness and obligation of the Mortgagor to the Bank; and**

7.2 all references to "the Mortgagor" in this bond shall be construed as references to both or all of the Mortgagors, as the case may be, jointly and severally, unless otherwise indicated. (the Mortgagor understands that if there is more than one mortgagor, this bond applies to both the Mortgagor and other mortgagors individually and to any combination of them together.)

8 **Costs**

Subject to any restrictions in the Act or in any other applicable law, the Mortgagor shall pay all costs relating to the preparation and registration of this bond, and shall also pay for the costs of cancellation of this bond.

9 **Foreclosure**

9.1 If the Mortgagor is in breach by -

9.1.1 failing to observe or perform any provisions in this bond; or

9.1.2 failing to pay on due date or within any agreed remedial period any sum which may be legally claimable from the Mortgagor by the Bank; or

9.1.3 failing to perform any other obligation on due date, or within any agreed remedial period, or at all; or

9.1.4 failing (if the Mortgagor is a company or a close corporation), to comply with any provision of the Companies Act 71 of 2008, as amended or re-enacted from time to time, or the Close Corporations Act 69 of 1984, as amended or re-enacted from time to time, whichever is applicable, which failure, in the reasonable opinion of the Bank, has or may have a material adverse effect on the value of the security afforded to the Bank by this bond,

("Breach") then all amounts secured by this bond shall, at the Bank's option, become immediately due and payable in full, even if the Bank makes use of any other rights it may have, and the Bank may, subject to any default proceedings described in the Act, institute proceedings for the recovery thereof and for an order declaring the property executable.

9.2 If, as result of a court order, the property is attached by the Bank, the Bank, acting through its servants, agents and/or nominees, shall be entitled to exhibit "for sale" notices on the property.

9.3 If the Bank uses any of its rights in this clause 9, the Mortgagor shall, if judgment has been granted, vacate the property upon the Bank's request and shall not remove any improvements

and/or fixtures and fittings erected on the property, all of which shall be deemed to have become part of the property.

10 Rearrangement of the Mortgagor's debt

10.1 No rearrangement of any debt due by the Mortgagor to the Bank or alteration of any agreement recording such debt will adversely affect -

10.1.1 the operation of this bond or any other collateral; or

10.1.2 the rights of the Bank to sue in terms of this bond or any other collateral.

10.2 All the provisions of this bond shall apply to all or any rearrangement or alteration fully and effectually for the purposes of applying for judgment under the bond.

11 Additional Security

11.1 As further continuing covering security for the repayment and discharge of the Mortgagor's indebtedness to the Bank secured by this bond, the Mortgagor hereby -

11.1.1 cedes, makes over and transfers in security to the Bank all the Mortgagor's right and title in and to -

11.1.1.1 the rentals and all other amounts payable under each lease agreement and all claims and rights of action under each lease agreement and all other amounts payable, which have arisen or which may arise, in respect of the property, or any part thereof ("Rental and Lease Rights"); and

11.1.1.2 any short-term insurance policy, issued or which may in future be issued to the Mortgagor by or on behalf of any short-term insurer, in respect of the property and accumulations, bonuses and other benefits accrued or which may accrue in respect of any such policy, and all proceeds of any such policy ("Insurance Rights");

(the Rental and Lease Rights and the Insurance Rights are collectively referred to as the "Ceded Rights");

11.1.2 warrants that it has not, before giving this security cession, ceded, made over or transferred the Ceded Rights to any other person. If the Mortgagor has ceded, any of the Ceded Rights to another person prior to giving this security cession, the Mortgagor hereby cedes, makes over and transfers in security to the Bank all its reversionary right and title in and to such Ceded Rights;

11.1.3 agrees that at any time the Bank may notify any tenant, short-term insurer or other debtor under the Ceded Rights ("Debtor") of this security cession and may, at any time if the Mortgagor is in Breach (as contemplated in clause 9.1 above) -

11.1.3.1 collect and enforce amounts payable by the Debtor to the Mortgagor directly from the Debtor; or

11.1.3.2 the Mortgagor will act as the Bank's agent in the collection of all amounts due pursuant to the Ceded Rights and will, if required by the Bank, deposit such amounts into a bank account nominated by the Bank;

11.1.4 agrees that if the Mortgagor is in Breach, as contemplated in clause 9.1 above, the Bank will have the right to -

11.1.4.1 collect and enforce all amounts and claims pursuant to the Ceded Rights on such terms and in such manner as the Bank may decide, and in so doing, the Bank may compromise, grant any extension or other indulgence in respect of, or vary the terms of, the Ceded Rights; and

- 11.1.4.2 let the property for such term, at such rental and on such conditions as the Bank may think fit and to exercise any of the Mortgagor's other rights as lessor under any lease of the property or any part thereof. If the Bank becomes entitled to let the property in terms hereof, and the Mortgagor is occupying the property, the Mortgagor shall vacate the property on not less than 1 (one) calendar month's written notice calling upon him to do so;
- 11.1.5 agrees that, to the extent permitted by the Act, the Bank may charge a commission of 5% (five per cent) of the gross amount of all amounts collected by the Bank or its nominee in respect of the Rental and Lease Rights pursuant to this security cession, which commission shall be secured under this bond and recoverable by the Bank from the Mortgagor;
- 11.1.6 **agrees that the Bank is not obliged to collect or enforce any of the Ceded Rights and that the Bank will not be liable for any loss or damage suffered by the Mortgagor in respect of the collection or enforcement of any of the Ceded Rights, or any failure to do so;**
- 11.1.7 agrees that upon the granting of this security cession, the Bank has the right to institute legal proceedings in respect of any of the Ceded Rights ("**Specified Ceded Rights**"), against such Debtors and, to the extent that the Bank agrees to allow the Mortgagor to institute legal proceedings, the Specified Ceded Rights are released from this security cession, to the extent required by law;
- 11.1.8 agrees that the Bank may, to the extent permitted by law, apply amounts received pursuant to the collection and enforcement of the Ceded Rights, firstly towards any due or unpaid interest charges, secondly to satisfy any due or unpaid fees or charges, including all costs and expenses in respect of the collection and enforcement of such Ceded Rights (including legal costs) and, thereafter to collection commission referred to in clause 11.1.5 above; and thereafter to the remaining indebtedness of the Mortgagor to the Bank. In respect of any indebtedness that is subject to the Act, only such charges and fees as may be permitted by the Act shall be recovered from the collection and enforcement of Ceded Rights;
- 11.1.9 confirms that should this security cession be given as supporting collateral to any suretyship, guarantee or other form of security provided by the Mortgagor, that the -
 - 11.1.9.1 Bank has warned the Mortgagor to take independent legal advice to ensure that the Mortgagor understands its commitment and the potential consequences of giving this security cession; and
 - 11.1.9.2 the Mortgagor fully understands the commitment and the potential consequences of the giving of this security cession;
- 11.1.10 in respect of the security cession of Insurance Rights -
 - 11.1.10.1 agrees to ensure that all insurers in respect of the policies constituting the Insurance Rights, from time to time, have noted the existence of this security cession on the relevant policy/ies;
 - 11.1.10.2 undertakes to notify the Bank immediately if any short term policy as contemplated in clause 11.1.1.2 above comes into existence. If the Mortgagor does not notify the Bank as required, this security cession shall still be of full force and effect.

12 **Waivers and Indemnity**

- 12.1 The failure by the Bank to exercise any of its rights on due date or any concessions the Bank may give the Mortgagor will not be seen as a waiver of any of the Bank's rights under this bond or in any way affect any of the Bank's rights against the Mortgagor.
- 12.2 **Except to the extent that the Bank acted with gross negligence or fraudulent intent, the Bank shall not be liable for any loss, damage, costs or expenses and liabilities which**

the Mortgagor may suffer or incur as a result of or in connection with the use by the Bank of any of its powers or any mandate under this bond.

13 **Renunciation of benefit**

The Mortgagor renounces the benefit of the legal exception of simultaneous citation and division of debt, which means that if there is more than one co-principal debtor/Mortgagor the Mortgagor is not entitled to claim that the Mortgagor is liable only for his proportional share of the total debt.

14 **Jurisdiction and addresses**

14.1 The Mortgagor agrees that if the Magistrate's Court has concurrent jurisdiction with the High Court over any dispute in terms of this bond then the Mortgagor consents to the Magistrate's Court having jurisdiction. If, however, the Magistrate's Court does not have concurrent jurisdiction with the High Court and the High Court has exclusive jurisdiction, then the Mortgagor consents to the jurisdiction of the High Court for purposes of any dispute arising out of this bond.

14.2 The Mortgagor chooses as the address for the serving of legal notices and documents in any legal proceedings against the Mortgagor, including notices of attachment of the property ("notice address") the address set out below -

1 105 JOUBERT STREET
PAROW
7500

14.3 Any other notice or communication required or permitted to be given in respect of the provisions of this bond will be valid and effective only if in writing and sent to the Mortgagor's notice address or the postal address set out below provided that the documents to be delivered in respect of legal proceedings in connection with this bond may only be served at the Mortgagor's notice address.

1 105 JOUBERT STREET
PAROW
7500

14.4 The Mortgagor must give the Bank written notice to change the Mortgagor's notice address or postal address. The change will be effective on the 10th (tenth) business day after receipt of the notice.

14.5 Any notice-sent by prepaid registered post will be deemed to have been received on the 5th (fifth) business day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) business day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by telefax or email will be deemed to have been received on the 1st (first) business day after the date it was sent.

14.6 Despite anything to the contrary set out in this clause 14 a written notice or communication actually received by the Mortgagor will be an adequate written notice or communication to the Mortgagor even though it was not sent to or delivered to the Mortgagor's notice address, postal address telefax number or email address. the Mortgagor hereby agree that where the post office does not affect street deliveries at the Mortgagor's notice address, the Bank may send any notices to the Mortgagor's postal address.

15 **Interpretation**

15.1 In the interpretation of this bond, unless the context otherwise requires or indicates, words signifying -

15.1.1 the singular shall include the plural and the plural shall include the singular;



15.1.2 any one gender shall include the other genders; and

15.1.3 persons shall include natural and juristic persons.

15.2 Headings have been inserted for convenience only and are not to be taken into account for the purpose of interpreting this bond.

16 Variation of Terms


No addition to, variation, or amendment, or consensual cancellation of any of the terms contained in this bond, shall be of any force or effect unless it is recorded in writing and is signed on behalf of the Bank by one of its authorised officials and accepted by the Mortgagor.

17 Acknowledgement

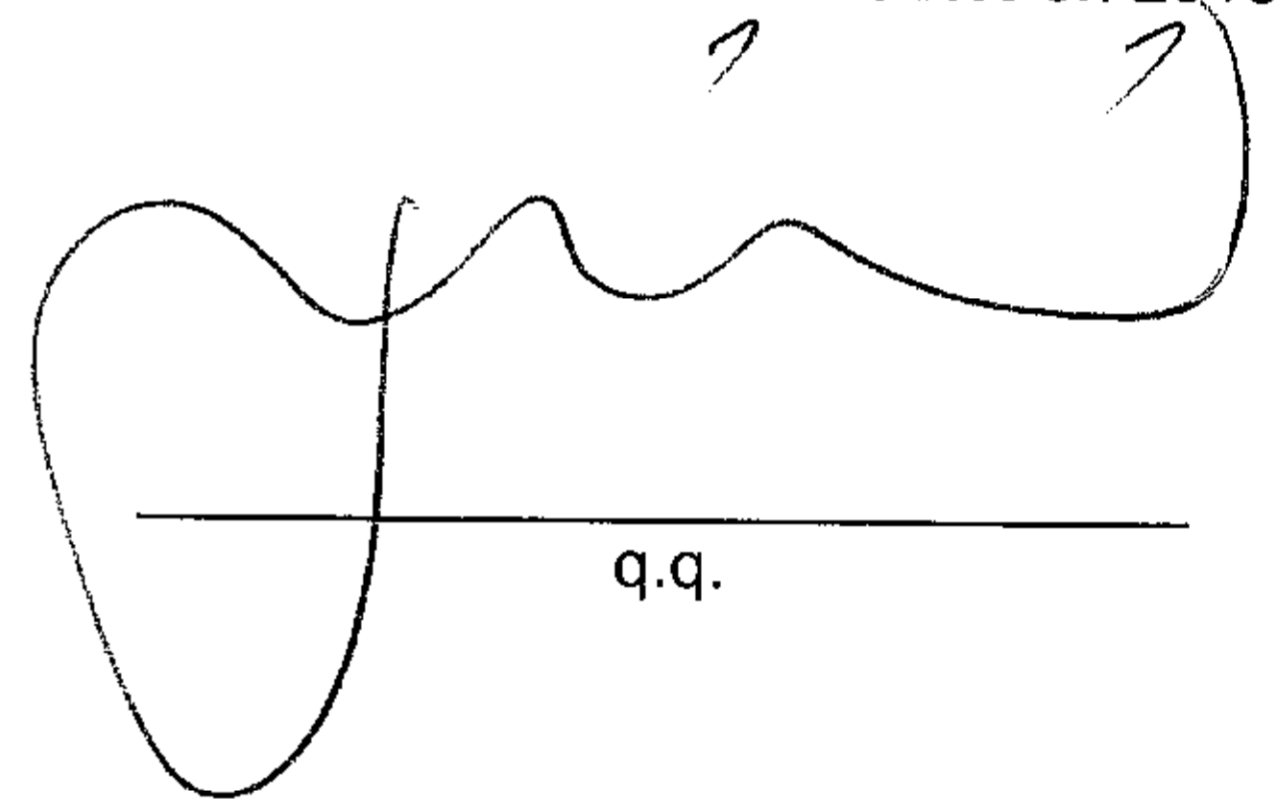
7 The Mortgagor acknowledges that he has been given an adequate opportunity to read and understand the terms and conditions of this bond, and has been made aware of all of the terms in this bond which are printed in bold.

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

THUS DONE AND EXECUTED at the office of the **REGISTRAR OF DEEDS at CAPE TOWN** on 2018
6 NOVEMBER
In my presence



Registrar of Deeds



q.q.