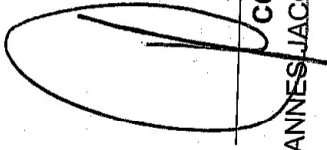


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C&A Friedlander  
First Floor, Imperial Bank Terraces  
Tyger Waterfront  
Bellville 7530

FEE  
R 10 000.00  
R 2 923.00

Prepared by me



CONVEYANCER  
JOHANNES JACQUES FOURIE

R 2 625 000

2017.11.07

B 000029603 / 2017

CONTINUING COVERING MORTGAGE BONDING / CAPTION

2017-11-07  
LEANN WENDY

BE IT HEREBY MADE KNOWN

That - KIM EILEEN CAMERON-DOW

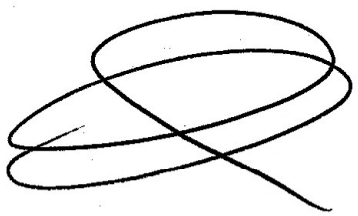
("the Appearer") a duly admitted conveyancer, appeared before me, the REGISTRAR OF DEEDS at CAPE TOWN, being duly authorised by a power of attorney granted to him at Parow on 19 September 2017 by -

CLN-532205437

GOOD HOPE PLASTERERS CC  
Registration Number 1998/054914/23

CL.A. 081851936

DATA / VERIFY  
27 NOV 2017  
DEBRA TALJAARD



("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:

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**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

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

- 1.1 the sum of **R10 500 000,00 (TEN MILLION FIVE HUNDRED THOUSAND RAND)**;  
("the maximum sum")  
and the additional sum of **R2 625 000,00 (TWO MILLION SIX HUNDRED AND TWENTY FIVE THOUSAND RAND)**;

("the additional sum")

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

- 1.1.1 existing, future and contingent indebtedness;
  - 1.1.2 indebtedness incurred by the Mortgagor in his own name, or jointly with any other person, or in the name of any firm in which the Mortgagor may be trading, either solely or in partnership with others, or otherwise;
  - 1.1.3 indebtedness arising from money lent or advanced, or to be lent or advanced, promissory notes or bills of exchange made, accepted or endorsed, money overdrawn on account, acts of guarantee and suretyship executed by the Mortgagor or given by the Bank on the Mortgagor's behalf, sums paid by the Bank 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, 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 of any other banking facilities or otherwise;
  - 1.1.4 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 may be suffered by and/or made against the Bank in respect of any guarantee given by the Bank to any third party in respect of the Mortgagor's obligations to such third party from time to time;
  - 1.2 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 required by the Bank for the kind of transaction in question; and.
  - 1.3 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 indebtedness and future debts, arising from any cause in clause 1.1 above or otherwise, even though the amount may fluctuate or be temporarily extinguished;
  - 2.2 interest on all amounts secured by this bond, referred to in clause 1.2 above

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2.3 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; and
- 2.3.2 all costs referred to in clause 1.1.3 above including amounts paid by the Bank in connection with this bond, such as, but not restricted to, stamp duties, charges incurred to protect the security or otherwise to assist the Mortgage, and charges, charges incurred directly or indirectly, in the maintenance of the property (all of which costs and charges shall be for the account of the Mortgage);
- 2.4 any additional costs, such as, but not restricted to, rates, taxes, charges, insurance premiums, rent and other imposts and fees of whatsoever nature and 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;
- 2.5 the costs of preserving and realising the property, and of fire and other insurance premiums, costs of notice or bank exchange owed by the Mortgage to the Bank; and
- 2.6 all such charges and fees as are permissible for recovery under the Act;

the Appearer declared to pass this mortgage bond and to bind specially as a **FIRST** Mortgage, subject to the terms and conditions set out in this bond,

**ERF 9835 PAROW  
IN THE CITY OF CAPE TOWN  
DIVISION CAPE  
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 Mortgage 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 Mortgage or the property.

**4**

**Assignment**

4.1

The Bank shall at any time be entitled, without the consent of the Mortgage, to cede, 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 Mortgage hereby agrees and consents to any such cession and/or delegation.

4.2

Even if any loan agreement entered into between the Mortgage and the Bank ("loan agreement"), or any part thereof, is sold, ceded and/or delegated by the Bank to any person or body ("**the transferee**"), the Mortgage 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 and/or delegation of any loan agreement to the transferee, this bond shall continue to cover the indebtedness of the Mortgage to the Bank as set out in clause 2 above (as continuing covering security).

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**5 Security**

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

**6 Certificate of Amount**

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

**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" shall be construed as references to both or all of the Mortgagors, as the case may be, jointly and severally, unless otherwise indicated.

**8 Costs**

Subject to any restrictions in the Act, the Mortgagor shall pay all costs relating to the preparation and registration of this bond, including stamp duty, and shall also pay for the costs of cancellation of this bond.

**9 Foreclosure**

9.1 If the Mortgagor fails to observe or perform any provisions in this bond or fails to pay any sum which may be legally claimable by the Bank, or fails to perform any other obligation on due date or at all, or if the Mortgagor, being a company or a close corporation, fails to comply with any provision of the Companies Act No. 71 of 2008, as amended or re-enacted from time to time, or the Close Corporations Act No. 69 of 1984, as amended or re-enacted from time to time, whichever is applicable, 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 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.

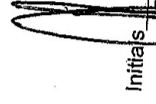
**10 Rearrangement of the Mortgagor's debt**

No rearrangement of any debt due by the Mortgagor to the Bank or alteration of any agreement recording such debt will adversely affect the operation of this bond or any other collateral, nor will it adversely affect the rights of the Bank to sue in terms of this bond or any other collateral and all the provisions of this bond shall apply to all or any such rearrangement or alteration fully and effectually for the purposes of applying for provisional sentence or 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 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
- 11.1.1.1.2 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, 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 the Ceded Rights to any other person; provided that if the Mortgagor is in breach of this warranty, the Mortgagor hereby cedes in security to the Bank all its reversionary right and title in and to the Ceded Rights;
- 11.1.3 agrees that at any time the Bank may notify any debtor under the Ceded Rights of this security cession and may collect and enforce amounts payable directly from any such debtor and that, prior to such notice to any debtor and provided the Mortgagor has not otherwise been notified by the Bank or is not in arrear with the payment of any indebtedness secured by this bond, the Mortgagor will be entitled to 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 at any time in arrear with the payment of any indebtedness secured by this bond (or otherwise following notification by the Bank in terms of 11.1.3 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; provided that 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 notice calling upon him to do so;
- 11.1.5 agrees that the Bank may charge a commission of 5% (five per centum) 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 and such commission shall be secured under this bond and recoverable by the Bank from the Mortgagor, provided that this commission shall not apply in respect of loans subject to the Act;

  
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- 11.1.6 agrees that the Bank is not obliged to collect or enforce any of the Ceded Rights and 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 implement legal proceedings against debtors in respect of the Ceded Rights and, to the extent that the Bank agrees to allow the Mortgagor to institute legal proceedings in respect of any of the Ceded Rights ("Specified Ceded Rights"), such Specified Ceded Rights are released from this security cession, to the extent required by law;
- 11.1.8 agrees that the Bank may apply amounts received pursuant to the collection and enforcement of the Ceded Rights, firstly towards all costs and expenses in respect of the collection and enforcement of such Ceded Rights (including legal costs as between attorney and own client), thereafter to collection commission referred to in 11.1.5 above and thereafter to the remaining indebtedness of the Mortgagor to the Bank, provided that in respect of loans subject to the Act, only costs, fees and amounts 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 commitment of 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;
- 11.1.9.2 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 provided that this security cession shall still be of full force and effect even if the Mortgagor omits so to advise the Bank.

## 12 Waivers

- 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 The Bank shall under no circumstances be liable for any loss arising from or out of any omission, fault or negligence in the use of any of its powers or any mandate under this bond and the Mortgagor waives any claim which he may have against the Bank arising from or out of any such omission, fault or negligence, unless caused by gross misconduct on the part of the Bank.

## 13 Renunciation of benefit

The Mortgagor renounces the benefit of the legal exception of **simultaneous citation and division of debt**. This benefit applies where there is more than one co-principal debtor/Mortgagor and entitles each of them to claim that the Mortgagor is liable only for his proportional share of the total debt. When this benefit is renounced by a Mortgagor, he becomes liable for the whole amount, but the Mortgagor has certain rights of contribution against the other co-principal debtors/Mortgagors.

**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 jurisdiction with the High Court and 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 the physical address set out below as the address to which notices and documents in any legal proceedings against the Mortgagor, including notices of attachment of the property, may be served –

105 JOUBERT STREET  
PAROW  
7530

14.3

The Mortgagor chooses the postal address set out below as the address to which letters, statements and notices may be delivered, and the Mortgagor accepts that any letters, notices posted to this address by the Bank by registered post will be regarded as having been received within 14 (fourteen) days after posting –

105 JOUBERT STREET  
PAROW  
7500

14.4

The Mortgagor may change the above physical or postal address (provided the physical address is in the Republic of South Africa), by giving at least 14 (fourteen) days' written notice of such change to the Bank. In such event the new physical address will be the Mortgagor's chosen address for the purposes as set out in 14.2.

**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 vice versa;

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.

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

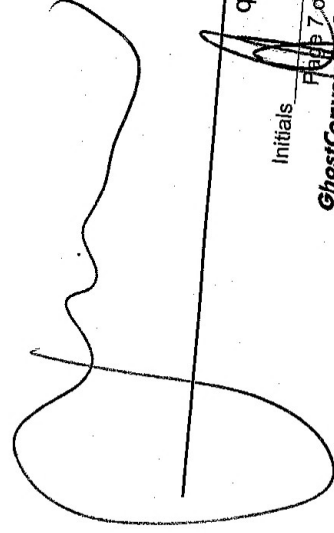
2017, 7 NOVEMBER

In my presence



**REGISTRAR OF DEEDS**

C&A Friedlander Inc



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