

# LOAN AGREEMENT

BETWEEN

ANNA SMITH  
(THE "LENDER")

AND

JAKE SMITH  
(THE "BORROWER")

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# LOAN AGREEMENT

## DATE:

## PARTIES:

1. THE LENDER: ANNA SMITH OF #123 WOOL ST. TOOWONG QLD 1111 (“the Lender”).
2. THE BORROWER: JAKE SMITH OF #124 WOOL ST. TOOWONG QLD 1111 (“the Borrower”).

## BACKGROUND:

- A. The Lender will lend monies to the Borrower subject to the terms and conditions of the Loan are to be found in this Loan Agreement and specifically in Schedule 1.
- B. The Borrower is not a related party of the lender for the purposes of the Superannuation Industry Supervision Act 1993.

## THE PARTIES AGREE:

### 1. LOAN AGREEMENT

#### 1.1 LOAN OF MONIES

At the Commencement Date the Lender will loan Monies to the Borrower under the Loan Agreement. The Loan Amount may be pursuant to a Line of Credit between the Lender and the Borrower. The Loan Amount is to be found in Schedule 1.

#### 1.2 TERM OF THE LOAN AGREEMENT

The term of the Loan Agreement is set down in Schedule 1 and is to be 9 years. The Lender and Borrower may by mutual agreement extend the Loan Agreement for any such period and any extension does not result in a new loan but a continuation of this Loan Agreement.

#### 1.3 INTEREST RATE

The interest rate for the Loan Agreement is fixed at 10.00% per annum for the life of this agreement. The Lender and Borrower may review the interest rate at any time and no later than the anniversary of the loan agreement each year.

#### 1.4 REPAYMENT OF LOAN MONIES

The Lender and the Borrower have agreed to make repayments of interest only and the relevant repayment amounts can be found in Schedule 1.

#### 1.5 CAPITALISATION OF PRINCIPAL AND INTEREST

Any Principal or Interest repayment may be capitalised at the discretion of the Lender for such period and for such duration as the Lender determines from time to time.

#### 1.6 LENDER MAY TAKE CHARGE OVER BORROWER'S PROPERTY

The Parties may execute a separate Personal Guarantee Document and/or Mortgage Agreement as between the Borrower and the Lender whereby the Borrower may give a personal guarantee or may provide a charge, mortgage, lien or such other encumbrance over Property listed in Schedule 1 and no terms or conditions of this Loan Agreement are to prevent the Lender exercising their rights and entitlements under the Mortgage Document.

#### 1.7 REFINANCE OF THE LOAN AGREEMENT

The Borrower and Lender may agree, as between them to refinance the Loan Agreement on such terms and conditions that are agreed between the parties.

#### 1.8 REGISTRATION OF THE LOAN AGREEMENT

The Lender may register the Loan, any charge or guarantee in the Personal Property Securities Register and check any and all other loans or securities registered on behalf of the Borrower or any related party of the Borrower.

### **2. PAYOUT OF LOAN AMOUNTS**

#### 2.1 PAYOUT OF LOAN AMOUNT

At any time the Borrower may pay all amounts outstanding under the Loan Agreement. There is no penalty in paying all amounts outstanding under the Loan Agreement earlier than prescribed under the Loan Agreement.

### **3. TERMINATION OF AGREEMENT**

#### 3.1 TERMINATION OF LOAN AGREEMENT

The Loan Agreement is to be terminated upon the following events, unless the Lender otherwise waives the right to terminate the Loan Agreement:

- a. The Borrower suffering an Insolvency Event;

- b. The Borrower breaching any of the terms of the Loan Agreement.

### 3.2 LENDER'S RIGHTS ON TERMINATION

If the Loan Agreement is terminated the Lender has full recourse against the Borrower's Property noted in the Mortgage Document.

## 4. NOTICES

Any notice or other communication to or by a party to this Agreement:

- a. may be given by personal service, post, facsimile or email;
- b. must be in writing, legible and in English addressed to the Parties:
- c. in the case of a corporation, must be signed by an officer or under the common seal of the corporation;
- d. is deemed to be given by the sender and received by the addressee:
  - if delivered in person, when delivered to the addressee;
  - if posted, 2 Business Days (or 6, if addressed outside Australia) after date of posting to the addressee whether delivered or not;
  - if sent by facsimile transmission, on the date shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or
  - if sent by email, on receipt of a reply email from the addressee confirming that the email has been delivered.

## 5. GENERAL

### 5.1 COSTS

- a. The Lender will pay all the costs, fees and disbursements of the Lender's advisers.
- b. The Borrower will pay all the costs, fees and disbursements of the Borrower's advisers in connection with the Loan Agreement and any transaction contemplated or referred to in the Loan Agreement.
- c. The cost of preparation of the Loan Agreement will be borne by the Borrower.

## 5.2 DUTY

Any Duty (including fines, penalties and interest) payable in respect of this Agreement or any document created in connection with it is borne by the Borrower but may be included under this Loan Agreement.

## 5.3 GOVERNING LAW

The Loan Agreement is governed and construed by the laws of QLD. The parties submit to the non-exclusive jurisdiction of the courts of that place in respect of any dispute arising under the Loan Agreement or its implementation or enforcement.

## 5.4 SUCCESSORS AND ASSIGNS

This Agreement binds and benefits the parties and their respective successors and assigns.

## 5.5 VARIATION

This Agreement cannot be amended or varied except in writing signed by the Parties.

## 5.6 NO WAIVER

A failure, delay, relaxation or indulgence by a party in exercising any power or right conferred on the party by this Agreement does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under this Agreement. A waiver of a breach does not operate as a waiver of any other breach.

## 5.7 SEVERABILITY

If any provision of this Agreement offends any law including any Superannuation Laws applicable to it and is as a consequence illegal, invalid or unenforceable then:

- a. where the offending provision can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- b. in any other case the offending provision must be severed from this Agreement in which event the remaining provisions of the Agreement operate as if the severed provision had not been included.

## 5.8 ENTIRE AGREEMENT

The Loan Agreement, including any Schedules constitutes the entire agreement between the parties with respect to the subject matter of the Loan Agreement and

supersedes all previous communications, representations, inducements, undertakings, agreements or arrangements between the parties.

## 5.9 FURTHER ASSURANCES

A party, at its own expense and within a reasonable time of being requested by another party to do so, must do all things and execute all documents which are reasonably necessary to give full effect to the Loan Agreement.

## 6. DEFINITIONS AND INTERPRETATION

### 6.1 DEFINITIONS

In this Agreement unless the context otherwise requires:

“Acquisition Costs” includes all moneys required by the Trustee to acquire the Asset, to pay any stamp duties payable by it in respect of that acquisition, to pay all costs – including advisory fees and to pay any stamp duty incurred by it to register its legal title to the Asset.

“Borrower” is that person or entity noted in this Loan Agreement as such.

“Commencement Date” is the date of commencement of this Loan Agreement.

“Insolvency Event” includes in relation to a party, a reference to winding up bankruptcy which includes:

- i) bankruptcy
- ii) winding up
- iii) dissolution
- iv) becoming an insolvent under administration (as defined in section 9 of the Corporations Act).
- v) being placed under official management, voluntary administration or having a controller or receiver appointed (over the whole or any part of the assets of a party)
- vi) and to the circumstances and events giving rise to a contributing to such conditions or matters and where a party is not subject to the laws of Australia, any like event occurring to such party under a comparable or like law of another country.

“Lender” is the person referred in the Loan Agreement as the Lender of Monies to the Borrower.



“Line of Credit” is the facility for the provision of Loan Monies by the Lender to the Borrower.

“Loan Agreement” is the agreement for the loan of Monies or Assets to the Borrower by the Lender by way of a valid lending arrangement. The term Loan Agreement includes any on-going or replacement loan facility of the original or any replacement loan facility.

“Loan Amount” includes Monies advanced by way of a loan to the Borrower or the Holding Trust Trustee acting as agent for the Borrower, to acquire an Asset under a Loan Agreement and may include the Acquisition Price of the Asset together with any Acquisition Costs.

“Monies” includes cash, Assets and any other form of property which may be used as a medium of exchange.

“Mortgage Document” is the agreement executed between the Lender and the Borrower to secure the repayment of any borrowings under this Loan Agreement and may include a lien, charge or mortgage and relate to Property as described in Schedule 1.

“Property” includes one or more assets described in Item 1 of Schedule 1 and any other asset subject to a charge, mortgage or lien under the Mortgage Document.

“Securities” includes the following Assets provided the Superannuation Laws and the Borrower’s trust deed allows:

- i) Term Deposits;
- ii) Cash at bank;
- iii) Bank Accepted Bills of Exchange;
- iv) Units in Widely Held Unit Trusts and Investment Companies;
- v) Unlisted unit trust and company investments;
- vi) Shares or other securities (including hybrid securities) listed on a public or any other stock exchange in Australia or overseas;
- vii) Direct and indirect property holdings;
- viii) Government bonds;
- ix) Corporate bonds;

- x) Unsecured Notes;
- xi) Debentures; and
- xii) any other Asset as agreed between the Borrower and Lender from time to time.

“Superannuation Laws” includes the Superannuation Industry (Supervision) Act 1993, the Superannuation Industry (Supervision) Regulations (1994), the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Income Tax Regulations, the Corporations Act 2001, the Corporations Regulations, the Social Security Act 1991 (C’t), the Social Security Regulations, the Veterans Entitlement Act 1986 (C’t), the Veterans Entitlement Regulations, the Family Law Act 1975, the Family Law Regulations, the Bankruptcy Act 1966, Superannuation (Departing Australia Superannuation Payments Tax) Act 2006, Superannuation (Excess Concessional Contributions Tax) Act 2006, Superannuation (Excess Non-concessional Contributions Tax) Act 2006, Superannuation (Self Managed Superannuation Funds) Supervisory Levy Amendment Act 2006 and any other law dealing with an Australian Superannuation Fund as amended from time to time.

## 6.2 INTERPRETATIONS

In this Deed unless the context otherwise requires;

- i) a clause, annexure or schedule is a reference to a clause in or annexure of schedule to this deed;
- ii) a document (including this deed) includes any variation or replacement of it;
- iii) a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them, except for the purposes of the definition of related body corporate and associate under the Corporations Act, and the definition of Control;
- iv) the singular includes the plural and vice versa;
- v) the word “including” when introducing a list of items does not exclude a reference to other items;
- vi) the word “includes” when introducing a term or definition does not exclude a reference to the meaning of that term under the common or Superannuation Laws;
- vii) the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;

- viii) a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- ix) Australian dollars, dollars, \$A or AUD is a reference to the lawful currency of Australia;
- x) An agreement, representation or warranty in favour of two or more persons is for the benefit to them jointly and each of them individually;
- xi) Agreement, representation or warranty by two or more persons is for the benefit of them jointly and each of them individually;
- xii) Headings are inserted for convenience and do not affect the interpretation of this Deed; and
- xiii) Where words are capitalised their meaning is to be found in the Definitions.

**EXECUTED AS AN AGREEMENT BETWEEN**

This agreement is formally executed by being signed by the persons authorised to sign for:

**1. The Borrower**

JAKE SMITH, in the presence of:

.....  
*Jake Smith*  
Borrower

.....  
*Date*

Witnessed by:

.....  
Witness Signature

.....  
*Date*

.....  
Witness Name

**2. The Lender**

ANNA SMITH, in the presence of:

.....  
*Anna Smith*  
Lender

.....  
*Date*

Witnessed by:

.....  
Witness Signature

.....  
*Date*

.....  
Witness Name

## **SCHEDULE 1 – TERMS OF LOAN AGREEMENT**

<b>LOAN AMOUNT:</b>	\$1,000,000
<b>TERM OF LOAN:</b>	9 years however repayable early with no penalty
<b>INTEREST RATE:</b>	Interest rate is fixed at 10.00% per annum with a review each 30 June and then as agreed between the parties
<b>REPAYMENTS:</b>	Interest only Repayment Amount: \$1,200
<b>COMMENCEMENT DATE:</b>	
<b>CHARGED PROPERTY:</b>	#125 Wool St., Toowong QLD 1111, Folio No 123

# DEED OF PERSONAL GUARANTEE BETWEEN

JAKE SMITH  
("GUARANTOR")

AND

ANNA SMITH  
("LENDER")

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# DEED OF PERSONAL GUARANTEE

## THIS DEED IS DATED

## PARTIES:

1. THE LENDER: ANNA SMITH OF #123 WOOL ST. TOOWONG QLD 1111 (“the Lender”).
2. THE GUARANTOR AND BORROWER: JAKE SMITH OF #124 WOOL ST. TOOWONG QLD 1111 (“the Guarantor” and “the Borrower”).

## RECITALS:

- a. The Borrower has entered into a Loan Agreement with the Lender.
- b. The Lender requires Jake Smith to enter into personal guarantee to make good any failure by the Borrower to meet its commitments pursuant to the Loan Agreement. This does not include any of their personal Superannuation Interests which are protected under this Agreement.
- c. The Lender and the Guarantor hereby enter into a Deed of Personal Guarantee (“the Guarantee Agreement”) according to the following terms and conditions:

## TERMS OF THE GUARANTEE AGREEMENT

Where words are capitalised their meaning is to be found in the Definitions in Section 8.

### 1. THE GUARANTEE

- a. The Guarantor hereby guarantees to the Lender and its successors and assigns, full, complete and due performance by the Borrower of all the provisions, conditions, warranties, covenants and agreements contained within the Loan Agreement, a copy of which the Guarantor has read and understood the contents therein.
- b. This Guarantee shall extend to any obligations of the Borrower under any amendment, present or future, to this Agreement or the Loan Agreement, including, without limiting the generality of the foregoing, any amendment which has the effect of extending the Agreement where time is of essence.
- c. If the Borrower fails to perform any of its obligations under the Loan Agreement, or breaches any provision thereof then the Guarantor undertakes and guarantees to perform the current and on-going obligations of the Borrower under the Loan Agreement and will indemnify the Lender in full for all losses, damages, costs and expenses which may be incurred and suffered by the Lender including all charges,

legal fees or disbursements incurred by the Lender or the Borrower by reason of any default on the part of the Borrower in performing or observing the agreements and provision on its part contained in this Agreement.

- d. This Guarantee shall be in addition to and not in substitution for any other guarantees which the Lender may now or hereafter hold in respect of the obligations of the Borrower pursuant to the Loan Agreement. The Lender shall be under no obligation to grant in favour of the Guarantor any other guarantees or other securities or any monies or the assets which the Lender may be entitled to receive or may have claim upon.
- e. The obligations under this Agreement are not effected or impacted by any other guarantee obligations that the Lender has secured with any other party including another guarantor.
- f. This Guarantee shall be absolute and non-conditional and shall be effective from the date hereof.

## **2. ENFORCING THE GUARANTEE**

- a. The Lender shall be at liberty to proceed against the Guarantor under this guarantee as though they are the Borrower under the Loan Agreement. The Guarantor commits to meeting its obligations under this Agreement using Guarantor Property and income of the Guarantor but excluding any Superannuation Interest the Guarantor has in a complying superannuation fund.
- b. The Lender in enforcing this guarantee and undertaking is at liberty to initiate and take action or proceedings or otherwise against the Guarantor and the Guarantor's Property in any Court, arbitration, tribunal or other process or means of enforcing this Agreement. The Guarantor hereby agrees that where any actions or proceedings are initiated and taken by the Lender, the Guarantor shall submit to the jurisdiction of the enforcement process pursued by the Lender in all matters connected with the Guarantor's obligations and liabilities under or arising out of this guarantee and undertaking. Any writ, judgment or other notice of legal process shall be sufficiently served on the Guarantor if delivered to or sent by ordinary or registered post to the address stated in this Agreement and will also include the Guarantor's business or main email address.
- c. The Lender shall not be bound to exhaust its recourse against the Borrower or any other parties or Guarantors, nor realize any security granted to the Lender by the Borrower or any party, nor value any such security nor notify me, the Guarantor of any act of default on the part of Borrower, before enforcing the provisions of this Guarantee.
- d. The Guarantor shall unless otherwise instructed by the Lender in writing including email, pay to the Lender all monies and satisfy all liabilities hereunder in Australian Dollars, inclusive of any judgment or order made or registered against the

Guarantor. For the purpose of this clause, the rate of exchange means the rate at which the Lender is able on or about the date of such payment to purchase, in accordance with normal practice, the contractual currency with the payment currency and shall take into account (and the Guarantor shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

- e. The Guarantor shall not be required to inquire into the powers of the Lender or any agents acting or purporting to act on the Lender's behalf, and any obligations to the Lender incurred in the professed exercise of the rights and positions of the Lender under the Loan Agreement shall be deemed to be part of these hereto guaranteed obligations, even though the actions in so doing may be in excess of the powers of the Lender or of its professed agent or may be in any way irregular, defective or informal.

### **3. TERM OF THE AGREEMENT**

- a. The Guarantee Agreement shall be of a continuing nature and shall secure the guaranteed obligations that may be due from time to time and at any time from the Lender to the Borrower notwithstanding that the guaranteed obligations may change from time to time or may at any time be amended or deleted.
- b. The obligations of the Guarantor cease when the full obligations, rights and performance of the Borrower under the Loan Agreement and the Guarantor under this Guarantee Agreement have been met.
- c. The liability under this Guarantee and Undertaking shall continue despite the insolvency or winding-up of the Borrower and until such time as the Borrower, the Guarantor or any other party including another Guarantor has fully performed all the provisions, conditions, warranties, covenants and agreements contained under the Agreement.
- d. This Guarantee shall not be discharged nor otherwise affected by the death of the Guarantor and shall continue to the benefit of the Borrower, its successors and assigns, and shall be binding upon the Guarantor and their estate, executors, administrators, successors or assigns.

### **4. WARRANTIES AND WAIVERS**

- a. The Guarantor hereby acknowledges and warrants that they have read and understood the contents of this Guarantee and undertaking and further warrant that they have sought independent legal advice in relation to this Guarantee or warrant that they have waived this right.
- b. The Guarantor hereby waives all and any of their rights as surety which may at any time be inconsistent with any of the provisions of this guarantee.

- c. None of the Parties shall be bound by any representation or promise made by any person in relation to the Loan Agreement or this Agreement which is not covered herein, and it is specifically agreed that you, the Lender shall not be bound by any representations or promises made by the Borrower to the Guarantor.

## **5. AMENDMENT OF THE AGREEMENT**

- a. Subject to reasonableness the Lender may at any time amend any or all clauses under this Agreement Deed.
- b. The Guarantor acknowledges that the Agreement may be amended from time to time by the Lender without the prior consent of the Guarantor, and it is hereby agreed that no such amendment shall release the Guarantor from their liability under this Guarantee either in whole or in part.

## **6. NOTICES**

All notices relating to this Agreement and the Guarantor may be sent by registered or certified mail or by prepaid courier, addressed to the address stated in this Agreement or by delivering it by hand to the Guarantor or their agent to the address stated in this Agreement and any notice sent by mail or by courier shall be deemed to be served on me on the third business day following the mailing thereof. Where allowed under the Law any notice may be sent to the Guarantors business or main email address and shall be deemed to be served on the Guarantor at the time of opening of the email by the Guarantor or its agent.

## **7. OTHER TERMS AND CONDITIONS**

- a. The liabilities herein by the Guarantor shall be irrevocable.
- b. This Guarantee and Undertaking shall be governed by and construed in all respects in accordance with the laws of the State, Territory or Country where the asset subject to the Loan Agreement primarily resides or at the discretion of the Lender in the State, Territory or Country where the Loan Agreement is enforceable.
- c. If any of the provisions of this Guarantee and Undertaking becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions of this Guarantee and undertaking shall not in any way be affected or impaired.

## **8. DEFINITIONS AND INTERPRETATION**

- a. DEFINITIONS: THESE MEANINGS APPLY UNLESS THE CONTRARY INTENTION APPEARS;

Guarantor's Property includes all property – real, tangible, intangible and otherwise situate both within and outside Australia and owned directly or

indirectly by the Guarantor or in partnership or by way of a partial interest. However, unless the Superannuation Laws allow it is not to include any interest in a complying superannuation fund.

Loan Agreement is the Anna Smith to Jake Smith Loan Agreement.

Superannuation Interest means a beneficial interest in a superannuation fund under the Superannuation Laws.

Superannuation Laws mean the Commonwealth of Australia Constitution Act 1900, Superannuation Industry (Supervision) Act 1993, the Superannuation Industry (Supervision) Regulations (1994), the Income Tax Assessment Act 1936, the Income Tax Assessment Act 1997, the Income Tax Regulations, the Corporations Act 2001, the Corporations Regulations, the Social Security Act 1991 (C'th), the Social Security Regulations, the Veterans Entitlement Act 1986 (C'th), the Veterans Entitlement Regulations, the Family Law Act 1975, the Family Law Regulations, the Bankruptcy Act 1966, Superannuation (Departing Australia Superannuation Payments Tax) Act 2006, Superannuation (Excess Concessional Contributions Tax) Act 2006, Superannuation (Excess Non-concessional Contributions Tax) Act 2006, Superannuation (Self Managed Superannuation Funds) Supervisory Levy Amendment Act 2006 and any other law dealing with an Australian Superannuation Fund as amended from time to time.

b. INTERPRETATIONS: In reading, understanding or construing this Deed of Guarantee the following interpretations may be relied upon unless the context otherwise requires:

- a clause, annexure or schedule is a reference to a clause in or annexure or schedule to this deed;
- a document (including this deed) includes any variation or replacement of it;
- a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them, except for the purposes of the definition of related body corporate and associate under the Corporations Act, and the definition of Control;
- the singular includes the plural and vice versa;
- the word “including” when introducing a list of items does not exclude a reference to other items;
- the word “includes” when introducing a term or definition does not exclude a reference to the meaning of that term under the common or Superannuation Laws;

- the word “person” includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any Government Agency;
- a particular person includes a reference to the person’s executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- Australian dollars, dollars, \$A or AUD is a reference to the lawful currency of Australia
- an agreement, representation or warranty in favour of two or more persons is for the benefit to them jointly and each of them individually;
- agreement, representation or warranty by two or more persons is for the benefit of them jointly and each of them individually;
- headings are inserted for convenience and do not affect the interpretation of this Deed; and
- where words are capitalised their meaning is to be found in the Definitions.

**DEED EXECUTION**

Executed on the:

This Deed of Personal Guarantee is formally executed by being signed by the persons authorised to sign for:

**1. The Guarantor**

JAKE SMITH, in the presence of:

.....  
*Jake Smith*  
Guarantor

.....  
*Date*

Witnessed by:

.....  
Witness Signature

.....  
*Date*

.....  
Witness Name

**2. The Lender**

ANNA SMITH, in the presence of:

.....  
*Anna Smith*  
Lender

.....  
*Date*

Witnessed by:

.....  
Witness Signature

.....  
*Date*

.....  
Witness Name



# MORTGAGE DEED

BETWEEN

JAKE SMITH  
(THE "MORTGAGOR")

AND

ANNA SMITH  
(THE "MORTGAGEE")

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# MORTGAGE DEED

## DATE:

## PARTIES:

1. THE MORTGAGEE: ANNA SMITH OF #123 WOOL ST. TOOWONG QLD 1111 (“the Mortgagee”).
2. THE MORTGAGOR: JAKE SMITH OF #124 WOOL ST. TOOWONG QLD 1111 (“the Mortgagor”).

## BACKGROUND:

- A. The Mortgagee will lend monies to the Mortgagor subject to the terms and conditions of the Loan are to be found in the Loan Agreement.
- B. The Mortgagee will have recourse to the Property under this agreement and any other property may be subject to recourse under a guarantee.
- C. This Deed of Mortgage is to secure the Mortgagee’s rights and recourse to the Property.

## THE PARTIES AGREE:

1. The Mortgagor holds an absolute beneficial entitlement to the Property at #125 Wool St., Toowong Queensland 1111 Folio No: 123;
2. The Mortgagor has requested the Mortgagee to lend \$1,000,000 which the Mortgagor has agreed on mortgaging the Property.
3. THIS DEED WITNESSETH THAT in pursuance to the said agreement and in consideration of the sum of \$1,000,000 paid by the Mortgagee to the Mortgagor, the mortgagor hereby covenants to repay the sum borrowed to the Mortgagee with interest of 10.00% fixed per annum as between the Mortgagor and the Mortgagee as an interest only repayment over a 9 years period.
4. THIS DEED FURTHER WITNESSETH THAT in consideration aforesaid, the Mortgagor hereby transfers by way of mortgage its interest in the Property at #125 Wool St., Toowong Queensland 1111 Folio No: 123 and more particularly described in the Schedule hereunder written as a security for repayment of the said sum with interest of 10.00% fixed per annum.

5. IT IS HEREBY AGREED AND DECLARED that if the Mortgagor does not pay the said mortgage amount with interest when it shall become due and payable, the Mortgagee shall be entitled, subject to any interest of a first mortgagee, be paid the mortgage amount out of the sale proceeds of the Property.
6. IT IS FURTHER AGREED AND DECLARED by the Mortgagor that during the period, the mortgage amount is not paid and the said Property remains as a security for the mortgage amount, the Mortgagor shall insure the Property.
7. IT IS AGREED that the governing law of this Mortgage Deed is the location of the Property unless the Mortgagee and the Mortgagor agree on another jurisdiction.

This agreement is formally executed by being signed by the persons authorised to sign for:

**1. THE MORTGAGEE**

ANNA SMITH, in the presence of:

..... <i>Anna Smith</i> Mortgagee	..... <i>Date</i>
-----------------------------------------	----------------------

Witnessed by:

..... Witness Signature	..... <i>Date</i>
----------------------------	----------------------

.....  
Witness Name

**2. THE MORTGAGOR**

JAKE SMITH, in the presence of:

..... <i>Jake Smith</i> Mortgagor	..... <i>Date</i>
-----------------------------------------	----------------------

Witnessed by:

.....  
Witness Signature

.....  
*Date*

.....  
Witness Name

---

**Lodger Details**

Lodger Code  
Name  
Address

Lodger Box  
Phone  
Email  
Reference

For Office Use Only

**THE BACK OF THIS FORM MUST  
NOT BE USED**

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**MORTGAGE**

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**Jurisdiction**      QUEENSLAND

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**Privacy Collection Statement**

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

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**Estate and/or interest being mortgaged**

FEE SIMPLE

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<b>Land Title Reference</b>	<b>Part Land Affected?</b>	<b>Land Description</b>
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123		Farm
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**Mortgagor**

Given Name	JAKE
Family Name	SMITH
Capacity	

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**Mortgagee**

Given Name	ANNA
Family Name	SMITH
Capacity	

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The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

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**Terms and Conditions of this Mortgage**

- |                                     |                      |
|-------------------------------------|----------------------|
| (a) Document Reference              | NIL                  |
| (b) Additional terms and conditions | See attached Form 20 |
-

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**Mortgagor Execution**

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994.

Executed on behalf of JAKE SMITH

Full Name of Witness \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Qualifications \_\_\_\_\_

Signer Name

Signer Organisation

Signer Role

Signature

Execution Date

_____
_____
_____
_____
_____

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**Mortgagee Execution**

NOTE: Witnessing officer must be aware of their obligations under section 162 of the Land Title Act 1994.

Executed on behalf of ANNA SMITH

Full Name of Witness \_\_\_\_\_

Witness Signature \_\_\_\_\_

Witness Qualifications \_\_\_\_\_

Signer Name

Signer Organisation

Signer Role

Signature

Execution Date

_____
_____
_____
_____
_____

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**READ THIS BEFORE SIGNING A TITLES REGISTRY  
TRANSFER (FORM 1) OR MORTGAGE FORM**

**IF YOU FAIL TO PROVIDE TO THE WITNESSING OFFICER ADEQUATE EVIDENCE OF YOUR ENTITLEMENT  
TO SIGN THE FORM, THE WITNESSING OFFICER MAY DECLINE TO WITNESS YOUR SIGNATURE**

**Note – This page is NOT part of the form and should NOT be lodged in the titles registry**

## **Signing and witnessing of titles registry transfer or mortgage forms**

A person who witnesses the signature of an individual on a titles registry form is required by law to take reasonable steps to ensure the person signing the form is entitled to do so.

If you take your transfer or mortgage form/s to a Justice of the Peace or Commissioner for Declarations (or other person qualified under Schedule 1 of the *Land Title Act 1994* to witness a titles registry form, such as a lawyer) to have your signature witnessed, you must provide to the satisfaction of the witness, the following—

1. proof of identity showing your photo and signature; **and**
2. supporting documentation that shows your name and property details, and helps to confirm you are entitled to sign the form/s.

### **1. Proof of identity documents**

Proof of identity documents may include—

- driver licence; or
- passport.

### **2. Supporting documentation that helps to confirm you are entitled to sign the form/s**

If you are **selling property** or are **only refinancing**, supporting documentation may include either—

- a local government current rates notice for the property, or
- a recently issued current title search statement for the property, or
- a recently issued registration confirmation statement for the property, or
- a current certificate of title (if one exists) for the property.

If you are a **purchaser** and/or **financing the purchase**, supporting documentation may include either—

- a copy of the contract of sale for the property; or
- official loan documentation from your lender; or
- a letter from a solicitor confirming you are entitled to sign the form.

**Title Reference [123]**

Operative words and Terms and Conditions of this Mortgage Panel

Terms and Conditions of this mortgage

As contained in the Mortgage Deed dated  
Loan Agreement dated

between the mortgagor and mortgagee and  
between the mortgagee (as lender) and mortgagor (as borrower).