

**Lodger Details**

Lodger Code  
 Name  
 Address  
 Lodger Box  
 Phone  
 Email  
 Reference

For Office Use Only

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

**MORTGAGE**

**Jurisdiction**      NEW SOUTH WALES

**Privacy Collection Statement**

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**Estate and/or interest being mortgaged**

FEE SIMPLE

**Land Title Reference**    **Part Land Affected?**    **Land Description**

**Mortgagor**

Given Name(s)              JOHN  
 Family Name                CITIZEN

**Mortgagee**

Given Name(s)              HER MAJESTY QUEEN ELIZABETH II  
 Family Name

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.

**Terms and Conditions of this Mortgage**

(a) Document Reference              NIL

(b) Additional terms and conditions

ANNEXURE A

**Mortgagor Execution**

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

Executed on behalf of JOHN CITIZEN

Signer Name

Signature

Execution Date

**Mortgagee Execution**

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, has taken reasonable steps to verify the identity of the mortgagor.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee.
3. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
4. The Certifier has retained the evidence supporting this Registry Instrument or Document.
5. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of HER MAJESTY QUEEN  
ELIZABETH II

Signer Name LEA ARMSTRONG

Signer Organisation CROWN SOLICITOR BY HER  
EMPLOYED SOLICITOR

Signer Role AUSTRALIAN LEGAL  
PRACTITIONER

Signature \_\_\_\_\_

Execution Date \_\_\_\_\_

## MORTGAGE WITNESSING REQUIREMENTS IN NSW

PARTY TO MORTGAGE	WHO MAY EXECUTE MORTGAGE?	DOES SIGNATURE HAVE TO BE WITNESSED?	WHO MAY BE THE WITNESS?
Mortgagor	The Mortgagor (individual).	Yes	An "eligible witness", namely a person who: <ol style="list-style-type: none"> <li>1. is over 18 years of age;</li> <li>2. is not a party to the mortgage; and</li> <li>3. has known the person who is signing the mortgage for at least a year or has taken reasonable steps to confirm the identity of the person.</li> </ol> See s117(4) <i>Real Property Act 1900</i> (NSW). The full name and address of the witness should be stated. (A PO Box or DX is not acceptable).
	The Mortgagor (corporation).	Depends on the method of execution.	Depends on the method of execution. For example, if a corporation executes a mortgage without using a common seal pursuant to section 127(1) of the <i>Corporations Act 2001</i> (Cth), the signatures of the directors and company secretary, as the case may be, do not need to be witnessed. If a corporation executes a mortgage with a common seal pursuant to section 127(2) of the <i>Corporations Act 2001</i> (Cth), the affixing of the seal must be witnessed by: <ol style="list-style-type: none"> <li>1. 2 directors; or</li> <li>2. a director and a company secretary; or</li> <li>3. for a proprietary company that has a sole director who is also the sole company secretary - that director.</li> </ol> Other methods of execution authorised by a corporation's constitution or special resolution may require additional evidence to support the authority.
	An attorney (individual) on behalf of the Mortgagor.	Yes	An eligible witness
	An attorney (corporation) on behalf of the Mortgagor.	Yes	Same as for a Mortgagor who is a corporation.
Mortgagee	The Mortgagee (individual).	Yes	An eligible witness.
	The Mortgagee (corporation).	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An attorney (individual) on behalf of the Mortgagee.	Yes	An eligible witness.
	An attorney (corporation) on behalf of the Mortgagee.	Depends on the method of execution.	Same as for a Mortgagor who is a corporation.
	An Australian Legal Practitioner	No	-
	A Licensed Conveyancer.	No	-

**ANNEXURE A TO MORTGAGE**

**Mortgagee:** Her Majesty Queen Elizabeth II  
**Mortgagor:** [insert full name/s of Mortgagor]  
**Dated:**

1. This Mortgage has been given:
  - (a) pursuant to the Bail Conditions, made by the Court on the Bail Date, for the bail granted to the Accused Person, and
  - (b) as security for the Bail Security Agreement entered into by the Mortgagor as surety on the Bail Security Date to forfeit the Bail Security Amount if the Accused Person fails to comply with the Bail Acknowledgment, any other Bail Conditions or the provisions of the Bail Act or the Bail Regulation.
2. The Mortgagor covenants in the terms contained in the Bail Security Agreement.
3. The following words are defined for the purposes of this Mortgage:
  - (a) Accused Person means [insert name of accused person],
  - (b) Bail Acknowledgment means the acknowledgment given by the Accused Person to appear before the Court at [insert time of next appearance] on [insert date of next appearance], and such other times or places specified in a notice given or sent to the Accused Person as prescribed in the Bail Regulation,
  - (c) Bail Act means the *Bail Act 2013* as amended from time to time, any regulations under that Act and any legislation replacing the same,
  - (d) Bail Conditions means a condition of bail.
  - (e) Bail Date means [insert date bail was granted],
  - (f) Bail Regulation means the *Bail Regulation 2014* as amended from time to time and any legislation replacing the same,
  - (g) Bail Security Agreement means the bail security agreement entered into by the Mortgagor on the Bail Security Date,
  - (h) Bail Security Date means [insert date of bail security agreement],
  - (i) Court means [insert name of Court that granted bail] or any other court before which the Accused Person is required to appear under the Bail Acknowledgment,
  - (j) Security Amount means \$[insert amount] and is the bail money secured by this Mortgage.

.....  
(Signature of Mortgagor)

.....  
(Signature of Mortgagee)

.....  
(Signature of Witness)

.....  
(Signature of Witness)