







**MORTGAGOR COPY**  
Credit Assessment Number

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I acknowledge that prior to signing, I have received and read a copy of the Chattel Mortgage Terms and Conditions. I understand that this is an important document and forms part of my offer.

DATED

This	day of	month	year
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Write the date that the document is signed here

**INDIVIDUAL MORTGAGOR Signed By**  
Signature(s) of Mortgagor (and Print Name)


Individual, joint and partnership borrowers sign here

Witness Signature(s) (and Print Name)


Witness each Customer signature

**COMPANY MORTGAGOR**  
SIGNED for and on behalf of


If the borrower is a Company, the Director(s) sign here

ABN  
Director  
Director / Secretary

If the borrower is a Company, write the name of the Company here

# Chattel Mortgage Annexure Original Instrument completion guidelines

1. Print one copy of the Chattel Mortgage Annexure.
2. Page 1 of this two page document is the 'Original Instrument'.
3. The Customer(s) must complete the fields marked on the Annexure document.  
**Note:** If the Borrower is a Company, then the Director(s) initial for and on behalf of the Company.
4. The Original Instrument of the Annexure needs to be faxed to the Credit Provider for settlement to occur.
5. Once you have been advised that settlement is complete, please destroy or securely store the original documentation. The Credit Provider does NOT require a copy

<b>ANNEXURE</b>		<b>ORIGINAL INSTRUMENT</b>
		<b>CONTRACT NUMBER</b>
<b>Intermediary</b>	<b>S.O.B Number</b>	<b>Credit Assessment Number</b>
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

This is the Annexure marked "B" in the Contract/Agreement between the Credit Provider and the Party(s) named below

<b>PRINCIPAL SUM:</b>	\$ <input style="width: 95%;" type="text"/>
<b>Payment of Principal:</b>	
<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>
<input style="width: 95%;" type="text"/>	\$ <input style="width: 95%;" type="text"/>

Page 1 of the Annexure - the Original Instrument must be faxed to the Credit Provider

Party(s) – Names in Full, Surname First	Party(s) to Initial
<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>
<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>
<input style="width: 98%;" type="text"/>	<input style="width: 98%;" type="text"/>

Each person named must initial here

# Chattel Mortgage Annexure Mortgagor Copy completion guidelines

1. Print one copy of the Chattel Mortgage Annexure.
2. Page 2 of the Annexure is the 'Mortgagor Copy'.
3. The Customer(s) must complete the fields marked on the Annexure document.  
**Note:** If the Borrower is a Company, then the Director(s) initial for and on behalf of the Company.
4. The Mortgagor Copy of the Annexure is for the Customer to keep.

**ANNEXURE**

**MORTGAGOR COPY**  
**CONTRACT NUMBER**

Intermediary

S.O.B Number

Credit Assessment Number

This is the Annexure marked "B" in the Contract/Agreement between the Credit Provider and the Party(s) named below

**PRINCIPAL SUM:** \$

**Payment of Principal:**

	\$
	\$
	\$
	\$
	\$
	\$

Party(s) – Names in Full, Surname First	Party(s) to Initial

15013 07/09
Chattel Mortgage Contract Annexure
Page 2 of 2

Page 2 of the Annexure - the Mortgagor Copy is for the Customer to keep

Each person named must initial here

# Chattel Mortgage Declaration of Purpose completion guidelines

1. Print one copy of the Declaration of Purpose.
2. The Customer(s) named on the document must sign where indicated. Each signature must be witnessed.
3. This one page document must be faxed to the Credit Provider for settlement to occur.
4. Once settlement is completed, please destroy or securely store the original documentation. The Credit Provider does NOT require a copy .

### DECLARATION OF PURPOSE

<b>CONTRACT NUMBER</b>

Intermediary	S.O.B Number	Credit Assessment Number

  

The Borrower(s) – Names in Full, Surname First		Title e.g. Mr

  

Of – Address(es)	Postcode

  

Type of Contract

<b>CHATTEL MORTGAGE</b>
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Description of Security to be Held or Goods ("Goods")


  

New/Used	Vehicle ID (VIN)/Chassis No.	Engine/Serial No.	Registration No.

  

### DECLARATION

I/We declare that the credit to be provided to me/us from the Credit Provider is to be applied wholly or predominantly for business or investment purposes (or for both purposes).

### IMPORTANT

You should not sign this declaration unless the loan is wholly or predominantly for business or investment purposes.

By signing this declaration you give up your protection under the Consumer Credit Code

**Each Customer must write the date next to their signature**

Signature of each Borrower	Date Signed	Signature of Person (Witness) who obtained the Declaration	Print name of Witness (in full)

  

10227.1 07/09


Declaration of Purpose

**The Witness must sign for each Customer**

Page 1 of 1

Each Customer must print their name here and sign in the section below

This 1 page document must be faxed to the Credit Provider.

Each Customer named above must sign here individually

The Witness must write their name next to their signature

# Chattel Mortgage Terms and Conditions guidelines

1. Print one copy of the Credit Provider's Terms and Conditions.
2. It is important that the Customer reads and understands this information before they sign any document.
3. It is important that independent legal and financial advice is sought if this information is not understood by the Customer.
4. The Terms and Conditions document is for the Customer to keep.



## Chattel Mortgage Terms and Conditions

Reference: CM551 ANZ

These are the Terms and Conditions by which I, the Mortgagor as my name appears on the **Chattel Mortgage** ("this Mortgage"), agree to be bound IN CONSIDERATION of the Principal Sum advanced or agreed to be advanced to me by ANZ. I, as beneficial owner, mortgage the Goods to ANZ to hold them absolutely. If I pay to ANZ all money payable under these Terms and Conditions, and if I perform all my obligations under this Mortgage, then ANZ will, at my expense, execute an appropriate reassignment of this Mortgage. I also agree with ANZ as follows:

### 1. Interpretation

1.1 In this Mortgage, the following terms have these special meanings, unless the context otherwise requires:

- 1.1.1 **"Approved Direct Payment Method"** means a payment method other than a cash payment, or a payment by cheque or money order which allows mortgage instalments to be credited direct to ANZ's account by a bank or financial institution acting upon my order or request.
- 1.1.2 **"Business day"** means any day of the week (except Saturday or Sunday) on which ANZ is open for business in at least one location in Australia. For the purposes of this agreement a day ends at 4 p.m Melbourne time. **"Ordinary business hours"** are the hours of operation on any such day.
- 1.1.3 **"Contract Rate"** means the rate of interest used to calculate the total amount of interest stated in the Table.
- 1.1.4 **"Disbursement Date"** means the earliest date on which ANZ pays any amount of the Principle Sum in connection with this Mortgage.
- 1.1.5 **"Early Payment Loss"** is the amount of any loss (other than the costs referred to in clause 7.8) or foregone profit suffered by ANZ as a result of the whole or part of the total amount repayable or the Recoverable Amount being paid, or becoming payable, prior to the times stated in the Table. I acknowledge that upon early payment ANZ will apply the amount paid against its own funding arrangements and will not seek to relend that amount. The amount of Early Payment Loss will therefore reflect the difference between the Contract Rate and the cost to ANZ of funding this Mortgage. I agree in any event to be bound by ANZ's calculation of the amount of any Early Payment Loss. I may obtain details of the method of calculation utilised by ANZ from time to time on request from ANZ's head office.
- 1.1.6 **"ANZ"** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522, and includes any person who is its successor or assignee or any person to whom it transfers any of its rights in connection with this Mortgage, including its rights to receive the Recoverable Amount.
- 1.1.7 **"Esanda Finance Corporation Limited"** means Esanda Finance Corporation Limited ABN 64 004 346 043, and includes any person who is its successor or assignee or any person to whom it any of its rights in connection with this Mortgage.
- 1.1.8 **"Goods"** means:
  - 1.1.8.1 the goods described in the Table;
  - 1.1.8.2 if the actual item in relation to which ANZ has made or agreed to make a payment is not the same as that item, the actual item; or
  - 1.1.8.3 all goods purchased with the assistance of the loan of the Principal Sum; and includes, when supplied with or fitted to the Goods, replacement parts, accessories and attachments. It is agreed that ANZ's interest in the Goods is a legal interest.
- 1.1.9 **"Goods and Services Tax (GST)"** means any tax that is or becomes payable on or in connection with the supply of any thing under any law of the Commonwealth of Australia, or under the law of any State or Territory including a tax of the type contemplated in the *A New Tax System (Goods and Services Tax) Act 1999*.
- 1.1.10 **"I" and "me"** means the Mortgagor(s) named in this agreement and includes:
  - 1.1.10.1 if I am an individual, my personal representatives; or
  - 1.1.10.2 if I am a company, my successors.

This 10 page document does not need to be signed and is for the customer to keep