

Schedule 4 Part 1: Acknowledgment of Legal Advice by Proposed Borrower/Proposed Grantor of a Security Interest

I, _____ (signatory)
acknowledge that,

1. I have instructed _____ (name of Solicitor)
(my Solicitor) to give me legal advice concerning the following loan and security documents:
 - (i) Loan agreement/offer of loan between

and _____
_____ (the borrower/grantor of a security interest)
 - (ii) Mortgage over property (specify address or other description) _____

 - (iii) Memorandum registered number _____
 - (iv) Charge over _____
 - (v) Other _____
(the loan documents)

2. I produced to my solicitor the following evidence as to my identity:
 - (a) Passport
 - (b) Driver Licence
 - (c) Medicare Card
 - (d) Credit Card
 - (e) Rate Notice
 - (f) Other

3. The advice given to me by my solicitor included that:
 - (a) by signing the loan documents I will be liable for regular payments of interest and repayment of the amount of the loan at the due date;
 - (b) if I fail to make any payment on time, the lender can charge a higher rate of interest, and the lender's costs of rectifying that failure;
 - (c) if I fail to comply with any of the terms and conditions of the loan documents including the obligations to pay principal or interest,
 - the lender can sue me personally; and
 - the lender may take possession of my property; and
 - after notice, sell my property to recover the amount owing together with interest and other costs including solicitor's costs, the costs of selling the property and the costs of maintaining the property; and
 - if the proceeds of the sale of my property are insufficient to satisfy the debt to the lender, the lender can sue me for the deficit; and

- (d) the additional obligations, rights and remedies set out in the loan documents if the National Credit Code or the *Personal Property Securities Act 2009* (Cth) apply.
 - (e) by making a Statutory Declaration verifying the giving of the advice I am making a statement having the force of an Oath which can be relied upon by the lender.
5. Generally, in relation to the proposed transaction my solicitor specifically advised me that:
- solicitors by virtue of their profession possess no special skill to give financial (as distinct from legal) advice; and
 - if I have any doubts about the wisdom of the transaction, or its possible financial consequences for me or I have any other questions about any financial aspect of the transaction or the documents, I should consult an accountant or other financial counsellor of my choice before signing the documents.
6. After receiving the above advice I freely and voluntarily signed the loan documents.

DATE: _____

SIGNED: _____
(Signatory)