

SUMMONS



ORIGINAL

Our Ref: H2108/6036

Case No: 40372/21

In the case between:

NEDBANK LIMITED
and
MASHOLOGU L (1ST)

PLAINTIFF

DEFENDANT

Address as specified:
34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA

COMBINED SUMMONS

RETURN OF SERVICE

On 20th day of August 2021 at 09:58 at 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA being the domicilium citandi et executandi of **MASHOLOGU L (1ST)** I duly served a copy of the **COMBINED SUMMONS WITH ANNEXURES** upon **MR STEYN (OCCUPANT SINCE 2019)** after the original was shown and the nature and contents thereof explained. The said person who is apparently older than sixteen years of age and apparently in charge at the given address accepted copies of the document on behalf of the **DEFENDANT**. [Rule 4(1)(a)(iv)].

DEFENDANT IS UNKNOWN.

DEPUTY SHERIFF: J M LETOABA

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To: GAUTENG DIVISION, PRETORIA
PRETORIA

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	70.50
Travelling	60.00
Urgent	235.00
Post and Petties (docex)	10.00
Email Return of Service	19.00
Registration	11.00
Return & Copy	42.50
Sub-total Fees	448.00
Plus VAT	67.20
TOTAL OWING	R 515.20
Invoice No: 274118 My VAT No: 4790168993	
Invoice issued on 23-Aug-2021.	



ORIGINAL

Our Ref: H2108/6039
Case No: 40372/21

In the case between:

NEDBANK LIMITED
and
MASHOLOGU M (2ND)

PLAINTIFF

DEFENDANT

Address as specified:
15 ROBINS PLACE, EQUESTRIA

COMBINED SUMMONS

RETURN OF SERVICE : PERSONAL

On 20th day of August 2021 at 10:25 at 15 ROBINS PLACE, EQUESTRIA being the residential address of **MASHOLOGU M (2ND)** I duly served a copy of the **COMBINED SUMMONS WITH ANNEXURES** upon the **DEFENDANT** personally after the original was shown and the nature and contents thereof explained to the said person. [RULE 4(1)(a)(i)].

DEPUTY SHERIFF: J M LETOABA

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To: GAUTENG DIVISION, PRETORIA
PRETORIA

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	70.50
Travelling	60.00
Email Return of Service	19.00
Registration	11.00
Return & Copy	42.50
Sub-total Fees	203.00
Plus VAT	30.45
TOTAL OWING	R 233.45
Invoice No: 274127 My VAT No: 4790168993	
Invoice issued on 23-Aug-2021.	

ORIGINAL

Our Ref: H2209/105

Case No: 40372/21

In the case between:

NEDBANK LIMITED
and
MASHOLOGU L

APPLICANT

1ST DEFENDANT

Address as specified:

34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA

APPLICATION FOR DEFAULT JUDGMENT

RETURN OF SERVICE : DOMICILIUM CITANDI ET EXECUTANDI

On 26th day of August 2022 at 16:33 at 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA being the domicilium citandi et executandi of the **1ST DEFENDANT** I duly served a copy of the **APPLICATION FOR DEFAULT JUDGMENT** by affixing a copy thereof to the principal door at given address. No other manner of service possible after a diligent search and enquiry. [RULE 4(1)(a) (iv)].

MR MAHLARE (PRESENT OCCUPANT) INFORMED ME THAT THE DEFENDANT IS UNKNOWN. SPOKE TO HIM VIA THE INTERCOM DIALING TO HIS CELLPHONE. HE REFUSED TO MAKE AN APPOINTMENT FOR PERSONAL SERVICE.

Appearance date: 12-Sep-2022

DEPUTY SHERIFF: H J PIENAAR

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To: GAUTENG DIVISION, PRETORIA
PRETORIA

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	84.50
Travelling	90.00
Post and Petties (docex)	8.50
Urgent	141.50
Email Return of Service	8.50
Registration	13.00
Return & Copy	52.00
Sub-total Fees	398.00
Plus VAT	59.70
TOTAL OWING	R 457.70
Invoice No: 358559 My VAT No: 4790168993	
Invoice issued on 31-Aug-2022.	

TAX INVOICE

Our Ref: H2209/106

Case No: 40372/21

In the case between:

NEDBANK LIMITED
and
MASHOLOGU L

PLAINTIFF

1ST DEFENDANT

Address as specified:
34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA

COMBINED SUMMONS

RETURN OF SERVICE : DOMICILIUM CITANDI ET EXECUTANDI

On 26th day of August 2022 at 16:33 at 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA being the domicilium citandi et executandi of the **1ST DEFENDANT** I duly served a copy of the **COMBINED SUMMONS, PARTICULARS OF CLAIM AND ANNEXURES** by affixing a copy thereof to the principal door at given address. No other manner of service possible after a diligent search and enquiry. [RULE 4(1)(a)(iv)].

MR MAHLARE (PRESENT OCCUPANT) INFORMED ME THAT THE DEFENDANT IS UNKNOWN. SPOKE TO HIM VIA THE INTERCOM DIALING TO HIS CELLPHONE. HE REFUSED TO MAKE AN APPOINTMENT FOR PERSONAL SERVICE.

(Signed) DEPUTY SHERIFF: H. J. PIENAR

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To: GAUTENG DIVISION, PRETORIA
PRETORIA

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	84.50
Urgent	141.50
Travelling	90.00
Email Return of Service	8.50
Registration	13.00
Return & Copy	52.00
Sub-total Fees	389.50
Plus VAT	58.43
TOTAL OWING	R 447.93
Invoice No: 358560 My VAT No: 4790168993	
Invoice issued on 31-Aug-2022.	
You may require this account to be taxed and vouched within 90 days of date of issue.	

In the case between:

NEDBANK LIMITED	PLAINTIFF
and	
MASHOLOGU M (2ND)	DEFENDANT
Address as specified: 15 ROBINS PLACE, EQUESTRIA	
COMBINED SUMMONS	

RETURN OF SERVICE : DOMICILIUM CITANDI ET EXECUTANDI

On 29th day of August 2022 at 08:47 at 15 ROBINS PLACE, EQUESTRIA being the domicilium citandi et executandi of the **RESPONDENT** I duly served a copy of the **COMBINES SUMMONS, PARTICULARS OF CLAIM AND ANNEXURES** by affixing a copy thereof to the principal door at given address. No other manner of service possible after a diligent search and enquiry. [RULE 4(1)(a)(iv)].

THE OCCUPANTS REFUSED TO OPEN THE DOOR FOR PERSONAL SERVICE. THE RESPONDENT'S NUMBER 072 184 4123 IS ON VOICE MAIL. NO CATETAKER COULD BE FOUND TO CONFIRM IF THE RESPONDENT IS THE OCCUPANT.

ATTEMPT:
26/08/22 AT 16:56 (NO ANSWER, LEFT MESSAGE)

(Signed) DEPUTY SHERIFF: H J PIENAAR

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To: GAUTENG DIVISION, PRETORIA
PRETORIA

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	84.50
Attempted Service	63.50
Travelling	90.00
Email Return of Service	8.50
Registration	13.00
Return & Copy	52.00
Sub-total Fees	311.50
Plus VAT	46.73
TOTAL OWING	R 358.23
Invoice No: 359292 My VAT No: 4790168993	
Invoice issued on 02-Sep-2022.	
You may require this account to be taxed and vouched within 90 days of date of issue.	

ORIGINAL

COMBINED SUMMONS
IN THE HIGH COURT OF SOUTH AFRICA
GAUTENG DIVISION, PRETORIA

CASE NO: 40372/21

In the matter between:

NEDBANK LIMITED

PLAINTIFF

And

MASHOLOGU, LINDIWE



IDENTITY NUMBER: 860503 0765 083

FIRST DEFENDANT

And

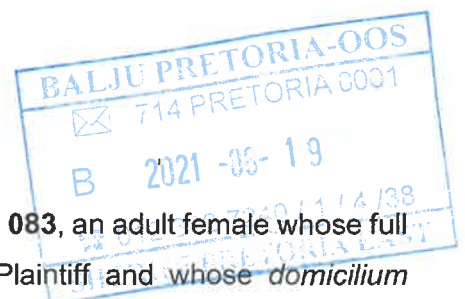
MASHOLOGU, MAMOTEANE

IDENTITY NUMBER: 600609 0360 182

SECOND DEFENDANT

TO THE SHERIFF OR HIS DEPUTY:

INFORM: **MASHOLOGU, LINDIWE ID NO. 860503 0765 083**, an adult female whose full and further particulars are unknown to the Plaintiff and whose *domicilium citandi et executandi* at: **UNIT 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA, PRETORIA** and the mortgaged property at: **PORTION 15 OF ERF 1038 EQUESTRIA EXT 155, PRETORIA** situated at: **15 ROBINS PLACE, EQUESTRIA EXT 155, PRETORIA**



INFORM: **MASHOLOGU, MAMOTEANE**, ID NO. **600609 0360 182**, an adult female whose full and further particulars are unknown to the Plaintiff and whose *domicilium citandi et executandi* **UNIT 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA, PRETORIA** and the mortgaged property at: **PORTION 15 OF ERF 1038 EQUESTRIA EXT 155, PRETORIA** situated at: **15 ROBINS PLACE, EQUESTRIA EXT 155, PRETORIA**

(hereinafter called "the Defendants")

THAT: Nedbank Limited (Registration No.: 1951/000009/06), a duly registered Credit Provider with Registration No.: NCRCP 16, a public company duly registered and incorporated in accordance with the Company Laws of the Republic of South Africa, and also trading as a deposit-taking institution in terms of the Banks Act, No 94 of 1990 (previously the Deposit Taking Institutions Act), and having its principal place of business at **NEDBANK, 135 RIVONIA CAMPUS, 135 RIVONIA ROAD, SANDOWN, SANDTON, 2196**

(hereinafter called "the Plaintiff")

hereby institutes action against them jointly and severally, the one paying the other to be absolved, in which action the Plaintiff claims the relief and on the grounds set out in the particulars of claim annexed hereto.

The Defendants' attention is drawn to the provisions of Section 26(1) of the Constitution of the Republic of South Africa, which accords everyone the right to have access to adequate housing. Should the Defendants claim that the order for eviction will infringe that right, it is incumbent on the Defendants to place information supporting that claim before the Court.

In terms of section 26(3) of the Constitution the Defendants may not be evicted from their home or their home may not be declared executable and sold in execution without an order of court made after considering all the relevant circumstances.

In terms of rule 46(1)(a)(ii) of the Rules of the High Courts of South Africa, no writ of execution shall be issued against the Defendants primary residence (ie. your home), unless

the court, having considered all the relevant circumstances, orders execution against such property.

If the Defendants object to their home being declared executable, they are hereby called upon to place facts and submissions before the court to enable the court to consider them in terms of rule 46(1)(a)(ii) of the Rules of Court. The Defendants failure to do so may result in an order declaring their home specially executable being granted, consequent upon which his home may be sold in execution.

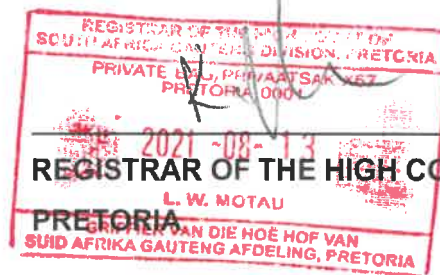
INFORM the Defendants further that if they dispute the claim and wish to defend the action, the Defendants shall:-

- (i) Within 10 (TEN) days of the service upon the Defendants of this summons, file with the Registrar of this Court at HIGH COURT BUILDING, VERMEULEN STREET, PRETORIA Notice of Defendants' intention to defend and serve a copy thereof on the Attorneys of the Plaintiff, which notice shall give an address (not being a post office or poste restante) referred to in rule 19(3) for the service upon the Defendants of all notices and documents in the action.
- (ii) Thereafter, and within twenty days after filing and serving notice of intention to defend as aforesaid, file with the Registrar and serve upon the Plaintiff a Plea, Exception, Notice to strike out, with or without a Counter-claim.

INFORM the Defendants further that if the Defendants fail to file and serve notice as aforesaid, Judgment as claimed may be given against the Defendants without further notice to the Defendants, or if having filed and served such notice, the Defendants fail to plead, except, make application to strike out or counter-claim, Judgment may be given against the Defendants

AND IMMEDIATELY THEREAFTER serve on the Defendants a copy of the Summons together with the Particulars of Claim annexed hereto, and return the same to the Registrar with whatsoever you have done thereupon.

DATED AT *Pretoria* ON THIS 12 DAY OF *August*. 2021



(SGD)

VAN HEERDENS INC.

ATTORNEYS FOR PLAINTIFF

I@CONSULTING BUILDING, BLOCK@ NATURE,

BLOCK B 2ND FLOOR

472 BOTTERKLAPPER STREET,

DIE WILGERS, PRETORIA

P O BOX 9460, PRETORIA, 0001

DOCEX 19, PRETORIA

TEL: 012 111 0121 / FAX: 086 606 4993

EMAIL: law2@vhilaw.co.za

REF: GN3264/BM

ANNEXURE PARTICULARS OF PLAINTIFF'S CLAIM

1.

The Plaintiff is **NEDBANK LIMITED (Registration No 1951/000009/06)** a public company and banker duly registered and incorporated in terms of the Company Laws of the Republic of South Africa, and trading as a deposit-taking institution in terms of the Banks Act, 94 of 1990. Nedbank Limited is a credit provider registered in accordance with the National Credit Act, 34 of 2005 ("the Act") and having its principal place of business at **NEDBANK, 135 RIVONIA CAMPUS, 135 RIVONIA ROAD, SANDOWN, SANDTON, 2196**

2.

- 2.1 The First Defendant is **MASHOLOGU, LINDIWE (ID 860503 0765 083)**, a major female whose full and further particulars are to the Plaintiff unknown, having her chosen *domicilium citandi et executandi* at **UNIT 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA, PRETORIA** and the mortgaged property at: **PORTION 15 OF ERF 1038 EQUESTRIA EXT 155, PRETORIA** situated at: **15 ROBINS PLACE, EQUESTRIA EXT 155, PRETORIA**, current employment unknown, which address fall within the area of jurisdiction of this Court.
- 2.2 The Second Defendant is **MASHOLOGU, MAMOTEANE (ID 600609 0360 182)**, a major female whose full and further particulars are to the Plaintiff unknown, having her chosen *domicilium citandi et executandi* at **UNIT 34 CRAYDEN VILLAS, FURROW ROAD, EQUESTRIA, PRETORIA** and the mortgaged property at: **PORTION 15 OF ERF 1038 EQUESTRIA EXT 155, PRETORIA** situated at: **15 ROBINS PLACE, EQUESTRIA EXT 155, PRETORIA**, current employment unknown, which address fall within the area of jurisdiction of this Court.

3.

During or about **07 JUNE 2019** the Plaintiff (represented by a duly authorized official) and the Defendant (acting personally) concluded a written **Agreement of Loan** ("the loan agreement"), a copy of which is annexed hereto marked annexure "**A**".

- 4.1 In accordance with the provisions of the agreement and on/or about **21 AUGUST 2019** the Registrar of Deeds, **PRETORIA** registered a Covering Mortgage Bond with registration number **B32814/2019**.
- 4.2 A copy of the **COVERING MORTGAGE BOND** is annexed hereto and marked as annexure "**B**", the whole contents of which are incorporated herein as if specifically repeated.

The loan Agreement as read with the bond contained the following material terms and conditions:

- 5.1 The Defendant acknowledged themselves to be truly and lawfully indebted and held and firmly bound to and in favour of Plaintiff in the sum of **R1,836,037.00** (ONE MILLION EIGHT HUNDRED AND THIRTY SIX THOUSAND AND THIRTY SEVEN RAND) ("the capital") together with interest thereon, and a further sum of **R459 009.25** (FOUR HUNDRED AND FIFTY NINE THOUSAND AND NINE RAND AND TWENTY FIVE CENTS) ("the additional sum");
- 5.2 The loan amount of **R1,836,037.00** (ONE MILLION EIGHT HUNDRED AND THIRTY SIX THOUSAND AND THIRTY SEVEN RAND), together with finance charges would be repaid by the Defendant in regular monthly instalments of **R16 269.02** (SIXTEEN THOUSAND TWO HUNDRED AND SIXTY NINE RAND AND TWO CENTS);
- 5.3 The loan amount or the balance thereof owing from time to time, together with other amounts owing to or claimable by Plaintiff in terms of the loan agreement would bear interest at a rate of **9.30%** per annum;
- 5.4 Interest would be reckoned from the date on which the loan amount/s or any part thereof is advanced to the Defendant and would be calculated daily on the basis of a year of 365 days, whether or not the year is a leap year and debited monthly on the date on which the installment is payable;

- 5.5 The Plaintiff would have the right to vary the interest rate from time to time and to increase the monthly installment accordingly in order to ensure that the indebtedness is repaid within the same period as would have been the case if the interest rate had not been increased;
- 5.6 All amounts owing to or claimable by the Plaintiff would, at the Plaintiff's option, become immediately due and payable without notice, in the event that the Defendant fail to pay on demand any sum or sums of money owing to or claimable by the Plaintiff;
- 5.7 In the event of the Defendant breaching any condition contained in the loan agreement/s, or any other agreement with the Plaintiff, the Plaintiff would have the right to claim repayment of all amounts owing to or claimable by the Defendant in terms of the Agreement, together with finance charges thereon and to have the property declared executable;
- 5.8 The nature and amount of the Defendant's indebtedness to the Plaintiff as well as the annual finance charge rate payable, would at any time be determined and proved by a written certificate purporting to have been signed by a Manager or Accountant for the time being of any branch or the Head Office of the Plaintiff, whose capacity or authority it would not be necessary to prove and which certificate would upon the mere production thereof be binding on the Defendant and be prima facie proof of the contents thereof and of the fact that such amount is due and payable in any legal proceedings against the Defendant;
- 5.9 The Defendant chose the addresses referred to in paragraph 2 above as their chosen *domicilium citandi et executandi* for all purposes arising out of the loan agreement as read with the mortgage bond;
- 5.10 The Defendant agreed to be liable to Plaintiff for the payment of all legal costs on the scale as between attorney and client.

6.

As security for the payment of the capital, all interest claimable from the Defendant and all such other costs, charges and future debts generally which may be claimable from the Defendant under the bond, the Plaintiff hypothecated as a covering mortgage **PTN 15 OF ERF 1038 EQUETRIA EXT 155 PRETORIA.**

5

12.

As at **02 JULY 2021** the Defendant was indebted to Plaintiff in the sum of **R1,850,544.60** (ONE MILLION EIGHT HUNDRED AND FIFTY THOUSAND FIVE HUNDRED AND FORTY FOUR RAND AND SIXTY CENTS), which amount bears interest at the rate of **6.05%** per annum from **01 JULY 2021** to date of payment as referred to in the certificate of balance marked as annexure "C1".

13.

In the premises, the Defendant has become liable to the Plaintiff for payment of the sum of **R1,850,544.60** (ONE MILLION EIGHT HUNDRED AND FIFTY THOUSAND FIVE HUNDRED AND FORTY FOUR RAND AND SIXTY CENTS), plus interest thereon at the rate of **6.05%** per annum from **01 JULY 2021** to date of payment, calculated daily and compounded monthly, which amount, notwithstanding due and proper demand, the Defendant have failed, refused and/or neglected to pay, and which amount is now fully due, owing and payable to the Plaintiff.

14.

A duly signed **CERTIFICATE OF COMPLIANCE** in terms of the provisions of the NCA is attached hereto as annexure "D".

THE NATIONAL CREDIT ACT, ACT 34 OF 2005

15.

In terms of Section 129(3) of the National Credit Act, 34 of 2005, once legal action has been instituted, the Loan Agreement can only be reinstated if the full arrears amount, including interest and legal cost to recover the arrears, is settled.

6

16.

The Defendant's attention is drawn to section 129(3) of the National Credit Act No 34 of 2005 that the Defendant may pay to the credit grantor all amounts that are overdue together with the credit provider's permitted default charges and reasonable taxed or agreed costs of enforcing the agreement prior to the sale and transfer of the property and so revive the credit agreement.

17.

The agreement is a credit agreement as defined, contemplated and envisaged in the Act:

18.

The Plaintiff has complied with Sections 129 and 130 of the National Credit Act, No. 34 of 2005;

19.

The Defendants, prior to the institution of these proceedings, had been in default for at least twenty (20) business days;

20.

The Plaintiff has complied with Section 129(1)(a) of the Act. **Two Section 129 notices** were sent to the defendants on the **14 MAY 2021**, by registered mail and sent to the client's chosen domicilium address and on the **28 JULY 2021** a notice on the mortgaged property was served by the sheriff of the court

21.

The post office would, in the normal course, have secured delivery of the registered item by way of a "notification slip" informing the Defendant that a registered article was available for collection. The notice that was sent by registered mail was delivered to the relevant post office as is evidenced by the track and trace print out attached hereto as annexure "**E1**" and "**E2**". The post office would, in the normal course, have secured delivery of a registered notification slip, informing the consumer that a registered article was available for collection.

28.

To the Plaintiff's knowledge the present matter has not been brought before the above Honourable Court in the circumstances envisaged in Section 130(3)(c) of the National Credit Act, 34 of 2005.

IMMOVABLE PROPERTY:

26.

The Plaintiff is (in accordance with the **Mortgage Bond**, annexure "B", and as contemplated by Section 26(3) of the Constitution of the Republic of South Africa, Act 108 of 1996), entitled to an order that the aforesaid immovable property be declared executable. The facts relied upon by the Plaintiff are contained in the paragraphs above, such Order possibly having the effect of compromising the Defendant's rights in terms of Section 26(1) of the Constitution, being the right to have access to adequate housing.

27.

The Defendant's attention is drawn to the provisions of Section 26(1) of the Constitution of the Republic of South Africa, which accords everyone the right to have access to adequate housing. Should the Defendant's claim that the order for eviction will infringe that right, it is incumbent on the Defendant to place information regarding relevant circumstances within the meaning of Section 26(3) of the Constitution and Rule 46(1), before the Court hearing the matter.

28.

In terms of section 26(3) of the Constitution you may not be evicted from your home or your home may not be declared executable and sold in execution without an order of court made after considering all the relevant circumstances.

29.

In terms of rule 46(1)(c)(ii) of the Rules of the High Courts of South Africa, no writ of execution shall issue against primary residence (home), unless the court, having considered all the relevant circumstances, orders execution against such property.

30.

Should the Defendant object to their home being declared executable, they are hereby called upon to place facts and submissions before the court to enable the court to consider them in terms of rule 46(1)(a)(ii) of the Rules of Court. Failure to do so may result in an order declaring the defendant's home specially executable being granted, consequent upon which the Defendant's home may be sold in execution.

31.

The immovable property, namely **PTN 15 OF ERF 1038 EQUESTRIA EXT 155 PRETORIA**, sought to be declared specially executable was not acquired by means of or with the assistance of a State subsidy.

32.

To the knowledge of the Plaintiff, the Defendant are employed but the Plaintiff states that given the Defendant's inability to pay the monthly installment, it is clear the Defendant is not in a position to satisfy the judgment debt sought.

33.

According to the records of the Plaintiff, the immovable property sought to be executed is the primary residence of the Defendant.

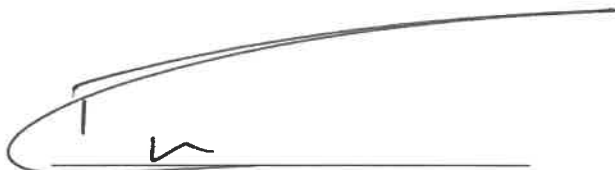
34.

The debt which is now sought to be recovered from the Defendant was utilized in order to acquire the immovable property.

WHEREFORE, Plaintiff prays for judgment against the Defendants jointly and severally and in solidum the one paying the other to be absolved:

1. Payment of the sum of **R1,850,544.60**;
2. Interest thereon at the rate of **6.05%** per annum from **01 JULY 2021** calculated daily and compounded monthly, to date of payment;
3. An Order in terms whereof the immovable property described as **PORTION 15 OF ERF 1038 EQUESTRIA EXT 155, PRETORIA**; is declared specially executable, and, to this end, that a Writ of Execution be issued as envisaged in terms of Rule 46(1)(a) of the Uniform Rules of Court;
4. That the Registrar of the above Honourable Court be authorised to issue a Warrant of Attachment in respect of the immovable property as envisaged in terms of Rule 46(1)(a) of the Uniform Rules of Court;
5. That no reserve price is set, alternatively a reserve price is set by Court;
6. That in the event that a reserve price is not attained, and subject to Rule 46A(9)(d) and (e), the Applicant / Plaintiff may approach this Honourable Court on these papers, duly supplemented, to reconsider the reserve price in terms of Rule 46A(9)(c);
7. That in the event that personal service is not attained, condonation in terms of Rule 46A(3)(d) is granted;
8. Costs as drawn on attorney and client scale, to be debited against the bond account in accordance with the Loan Agreement;
9. Further and / or alternative relief.

DATED AT Pretoria THIS 12 DAY OF August 2021



AN ATTORNEY CERTIFIED IN TERMS
OF SECTION 4(2) OF ACT 62 OF 1995
AS AN ATTORNEY DULY AUTHORISED
TO APPEAR IN THE HIGH COURT OF SOUTH AFRICA


(SGD)

VAN HEERDENS INC.
ATTORNEYS FOR PLAINTIFF
I@CONSULTING BUILDING, BLOCK@
NATURE, BLOCK B 2ND FLOOR
472 BOTTERKLAPPER STREET,
DIE WILGERS, PRETORIA
P O BOX 9460, PRETORIA, 0001
DOCEX 19, PRETORIA
TEL: 012 111 0121
FAX: 086 6570453/ 086 606 4993
EMAIL: law2@vhilaw.co.za
REF: GN3264/BM

Date: 2019/05/06

Agreement of Loan
(National Credit Act, 2005)
(DIGITAL CHANNEL LOAN)

ENTERED INTO

between

NEDBANK LIMITED

and

LINDIWE MASHOLOGU AND MAMOTEANE MASHOLOGU

*The Client records that, for purposes of this documentation and in accordance with section 63 of the Act, the Client has chosen English as the Client's preferred language for communication and correspondence.
The documentation signed by the Client and which is legally binding is in English. The Client also acknowledges that this documentation has been explained to the Client in a language the Client understands.*

NATIONAL CREDIT ACT, 2005

The cost of credit in respect of this Agreement is set out in accordance with Regulations 31(1)(e) and (f) of the regulations made in terms of the Act:

COST OF CREDIT

PART A: Loan amount and disbursement of the Loan

Registered amount	R1 836 037.00
Loan amount	R1 836 037.00

The Loan amount will be disbursed after registration of the Mortgage Bond, as follows:

On registration of the Mortgage Bond	R1 830 000.00
Initiation fee	R6 037.00
Retention amount, subject to completion of repairs	R0.00
Building loan amount, in progress payments as work progresses, as contemplated in this Agreement,	R0.00

R1 836 037.00

PART B: Annual Interest Rate

Type of Interest rate -	Variable (prime linked) rate	
Prime rate (current)	10.25%	
Prime-rate Factor	-0.95%	(0.95 percent below the Prime Rate)
Interest rate (Initial)	9.30%	

PART C: Monthly Instalment

Basic monthly instalment (including interest)	R15 786.89
Initial monthly service fee (inclusive of value-added tax)	R69.00

mm
m

clause 11, and not immediately repaid by the Client will be included in the Loan amount and bear interest. No such amount will be advanced unless the Client is in default and therefore the amount of any such advance cannot be estimated.

- 1.6 The full asset value of the improvements erected or to be erected on the Property for insurance purposes is the current replacement value.
- 1.7 The cost of registration of the Mortgage Bond must, where applicable, be paid by the Client to Nedbank's attorneys when this Agreement and the Mortgage Bond documents are signed.
- 1.8 Nedbank requires and the Client undertakes that no transfer and registration costs will be included in the loan amount. The Client hereby warrants that these costs have not been included in either the purchase price or the loan amount relating to the abovementioned property. If Nedbank at any time ascertains that these costs have been included, it reserves the right to withdraw from such loan agreement immediately, and all wasted or other costs will be for the account of the Client. Furthermore, the Client will have no claim against Nedbank for any damages or costs as a result of such withdrawal.
- 1.9 The amount of any fee, commission, remuneration or benefit receivable by Nedbank or any other person in relation to the insurance contemplated in Part D is as follows:
R 0,00 (Nil Rands).
- 1.10 The term of the Loan is **300 (Three Hundred) months**
- 1.11 Please note that, where required, you will be requested to validate a debit order authority electronically by means of an authentication method for moneys due and payable to us or our cessionaries in respect of this Agreement.

2 INTERPRETATION

2.1 In this Agreement:

2.1.1 clause headings are for convenience and are not to be used in its interpretation;

2.1.2 unless the context indicates a contrary intention an expression which denotes –

2.1.2.1 any gender includes the other genders;

2.1.2.2 a natural person includes an artificial person and *vice versa*;

2.1.2.3 the singular includes the plural and *vice versa*.

2.2 In this Agreement, unless the context otherwise indicates, the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

2.2.1 'Act' means: the National Credit Act, 2005;

2.2.2 'Agreement' means: this agreement and any annexes to this Agreement. All references to 'the contract' in the Mortgage Bond or any other documents which form part of the contract are hereby amended to mean a reference to this Agreement;

2.2.3 'Client' means: **LINDIWE MASHOLOGU AND MAMOTEANE MASHOLOGU;**

of:

Postal Address

**UNIT 34 CRAYDEN VILLAS FURROW ROAD
EQUESTRIA
PRETORIA
0184;**

Domicilium Address

**UNIT 34 CRAYDEN VILLAS FURROW ROAD
EQUESTRIA
PRETORIA
0184;**

2.2.4 'Interest Rate' means: **9.30% (Nine Point Three percent) per annum, being the variable interest rate that applies to this Agreement initially, which rate is subject to change, where applicable, as provided for in this Agreement;**

MM
LM

- 2.2.5 'Loan' means: the sum of R 1 836 037,00 (One Million Eight Hundred and Thirty Six Thousand and Thirty Seven Rands),
and 'Loan amount' has a corresponding meaning;
- 2.2.6 'Mortgage Bond' means: a mortgage bond to be registered in favour of Nedbank over the Property for the sum of R 1 836 037,00 (One Million Eight Hundred and Thirty Six Thousand and Thirty Seven Rands), and includes the existing mortgage bond(s), if any, registered in favour of Nedbank over the Property;
- 2.2.7 'Nedbank' means: Nedbank Limited (Reg No 1951/000009/06), its successors in title and assigns;
of
6 Press Ave, Crown Mines
Selby Ext 15
Johannesburg
Gauteng
2091;
contact details: 0860 555 111;
NCR Reg No NCRCP16;
- 2.2.8 'Prime Rate' means: the prime overdraft rate of interest charged by Nedbank from time to time, which is Nedbank's publicly quoted prime lending rate as certified by any Nedbank manager, whose authority need not be proved;
- 2.2.9 'Prime-rate Factor' means: 0.95% (Zero Point Nine Five percent) below the Prime Rate;
- 2.2.10 'Property' means: PTN 15 OF ERF 1038 EQUESTRIA EXT 155 PRETORIA;
situated at 15 ROBINS PLACE, EQUESTRIA EXT 155 PRETORIA.

- 2.3 Any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next business day.

3 THE LOAN

- 3.1 Subject to the terms and conditions contained in this Agreement, Nedbank agrees to lend to the Client, and the Client agrees to borrow from Nedbank, the amount of the Loan upon security of the Mortgage Bond.
- 3.2 The Loan will be advanced to the Client or on the Client's behalf after registration of the Mortgage Bond, subject to compliance by the Client with the terms and conditions of this Agreement.

4 INTEREST RATE

- 4.1 The Loan or the balance thereof owing from time to time, together with all other amounts owing to or claimable by Nedbank in terms of this Agreement, will initially bear interest at the Interest Rate. The Interest Rate is a variable interest rate determined by reference to the Prime Rate, subject to any special conditions as to the interest Rate contained in clause 14 of this agreement or anywhere else in this agreement.
- 4.2 In the event that any variation occurs in the Prime Rate, the Interest Rate will automatically increase or decrease, as the case may be, in the same proportion as such variation in the Prime Rate (subject however to any special conditions as to the Interest Rate contained in clause 14 of this Agreement).
- 4.3 Nedbank shall notify the Client in writing of any variation in the Prime Rate and the Interest Rate as contemplated in clause 18.1.2.

5 CALCULATION AND PAYMENT OF INTEREST

- 5.1 Interest will be reckoned from the date on which the Loan or any part thereof is advanced to the Client or on the Client's behalf and calculated daily on the basis of a year of 365 (three hundred and sixty-five) days, whether or not the year is a leap year, and debited monthly in arrear.
- 5.2 Interest, as herein provided for, in respect of any period between the date on which the Loan or part thereof is advanced to the Client or on the Client's behalf and the date on which the first instalment is payable, will be payable monthly in arrear, whether or not the Loan is a building loan.

MM
LM

- 5.3 Any interest not paid on or before the due date for the payment thereof will bear further interest at the Interest Rate applicable to this Agreement.

6 MONTHLY INSTALMENT AND ALTERATION OF INSTALMENT

- 6.1 The Loan, together with interest and all other amounts owing to or claimable by Nedbank in terms of this Agreement, will be repaid by the Client in regular monthly instalments as set out in clause 1. The amount of each instalment is initially the sum specified in Part C and is subject to alteration as herein set out.
- 6.2 Should the Interest Rate be increased or reduced, where applicable, or should any amount paid by Nedbank on the Client's behalf be included in the amount owing, Nedbank has the right to increase or reduce the monthly instalment, as the case may be, to such amount as Nedbank determines to ensure that the Loan, together with interest and all other amounts owing to or claimable by Nedbank in terms of this Agreement, is repaid within the same period as would have been the case had the Interest Rate not been increased or reduced or such amount not included in the amount owing. Any alteration in the monthly instalment will be notified in writing by Nedbank to the Client in accordance with the provisions of the Act.
- 6.3 Should the Client pay more than the instalment specified in Part C, Nedbank will reduce the monthly instalment to such amount as Nedbank determines to ensure that the Loan, together with interest and all other amounts owing to or claimable by Nedbank in terms of this Agreement, is repaid within the same period as would have been the case had payment in excess of the instalment specified in Part C not been made by the Client. Nedbank will notify the Client in writing of any alteration in the monthly instalment in accordance with the provisions of the Act.
- 6.4 All payments in terms of this Agreement will be made in South African currency, without setoff or deduction of any kind and free of exchange, bank costs and other charges, at the branch of Nedbank that has granted the Loan or wherever else Nedbank may at any time in writing direct. If arrangements are made to pay the monthly instalment by way of a debit order, this will not detract in any manner from the Client's obligation to effect payment of each instalment (including interest) on or before the due date for payment thereof.

7 PROPERTY INSURANCE

- 7.1 The Client shall insure all improvements on the Property and keep them insured for the current replacement value of the improvements for replacement purposes, for so long as the Client is indebted to Nedbank, against risk of loss or damage from fire, storm and any other risk which Nedbank at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to Nedbank as collateral security for the indebtedness of the Client to Nedbank.
- 7.2 The full asset value of the improvements erected or to be erected on the Property for insurance purposes shall initially be not less than the amount specified in clause 1.6. The full asset value of the said improvements in respect of any renewal of insurance shall be not less than such minimum replacement value as Nedbank from time to time requires.
- 7.3 In the event that insurance as aforesaid is arranged by the Client, the terms and conditions of such policy shall comply with Nedbank's credit requirements and will be subject to Nedbank's approval in writing and the Client shall lodge the policy or policies of such insurance with Nedbank, together with documentary evidence to the satisfaction of Nedbank (where such premiums are not paid by Nedbank) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to Nedbank as collateral security for the indebtedness of the Client to Nedbank.
- 7.4 Insurance as aforesaid shall, unless otherwise agreed in writing by Nedbank, be effective from the date on which the Mortgage Bond is registered or the date on which the Loan or part thereof is advanced to the Client or on the Client's behalf, whichever is the earlier date.
- 7.5 Nedbank is entitled to pay the premiums (including any policy fee) in respect of any such insurance, including any renewal thereof, on behalf of the Client, and any moneys so disbursed shall be immediately refundable by the Client to Nedbank.
- 7.6 If the Client fails to take out, maintain or provide proof to Nedbank within 21 days of registration of any insurance as aforesaid, or if the Client fails to comply with the provisions of this clause or with the conditions of any insurance policy, it will constitute a material breach of this Agreement. If that happens, the Client authorises Nedbank to act as agent in obtaining suitable alternative insurance. The Client will be liable for the cost of the alternative insurance and the premiums will be added to the monthly instalment. A copy of the policy wording explaining the features, benefits and exclusions of the insurance product will be sent to the contact details that the Client has provided.
- 7.7 The Client shall, on request, do all things and sign all such documents as may reasonably be required by Nedbank for the purposes of arranging the insurance as aforesaid (where applicable) and for the purposes of complying with the Client's obligations in terms of this clause.

MM
LM

- 7.8 Notwithstanding anything to the contrary contained in this clause, in the event that the Property comprises a sectional title unit the Client shall procure that the body corporate arranges for houseowner's and/or such other insurance in respect of the improvements comprising the scheme as Nedbank from time to time deems necessary, and that an amount not less than the amount specified in clause 1.6 being the agreed full asset value for replacement purposes of the improvements to the unit comprising the Property, is allocated thereto. Such insurance is to be effected by and in the name of the body corporate and is to be effective from the date on which the Mortgage Bond is registered or the date on which the Loan or part thereof is advanced to the Client or on the Client's behalf, whichever is the earlier date. The Client shall furnish Nedbank with proof of compliance with this clause as required by Nedbank.

8 CREDIT LIFE INSURANCE

- 8.1 Nedbank has recorded that the Client has elected not to take up credit life insurance arranged by Nedbank as additional security in respect of the Loan,
- 8.2 Nedbank does however recommend that to protect the Client and its dependants life cover be taken sufficient to settle the Loan in the event of the death of the Client.

9 PROPERTY ASSESSMENT AND INSPECTIONS

- 9.1 It is recorded that Nedbank may have appointed a person, not necessarily a valuer or construction expert, to assess the Property to determine whether it has sufficient value as security for the Loan. The value, if any, placed on the Property by Nedbank is for Nedbank's internal use only and need not be disclosed to the Client. Any assessment is not necessarily intended to determine the market value of the Property or the replacement cost of any improvements and does not involve an inspection of materials, finishes and workmanship. In addition, any value placed on the Property by Nedbank does not have to be equal to or higher than the Loan or the purchase price of the Property, and no reliance whatsoever should be placed thereon by the Client or any other person.
- 9.2 The Client warrants that the Client is satisfied as to the market value of the Property, the replacement cost of the improvements for insurance and other purposes, as well as the general quality and condition of all improvements, materials and workmanship, whether or not the Loan is a building loan. The Client acknowledges that it is responsible for the supervision of the works and any other building operations, where applicable.
- 9.3 The Client acknowledges further that Nedbank does not act as the Client's agent in this regard and that Nedbank has no responsibility whatsoever to the Client arising from any assessment of the Property or value placed thereon by Nedbank, or from any failure by Nedbank to undertake an inspection, regardless of whether or not the Loan is a building loan, and the Client has no claim of whatsoever nature against Nedbank arising from the foregoing considerations.

10 IMPROVEMENTS

- 10.1 The Client shall, until such time as the Mortgage Bond is cancelled, keep all improvements on the Property in good order and repair to Nedbank's satisfaction.
- 10.2 Nedbank or its duly appointed agents are entitled at all reasonable times, at the cost of the Client, to enter upon and inspect the Property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the Property in good order and repair is being fully complied with.
- 10.3 Should the improvements not be kept in good order and repair, Nedbank is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Client, and the costs of Nedbank in repairing the improvements and any money disbursed by Nedbank in procuring that the necessary repairs are effected will comprise moneys lent and advanced to the Client, which shall thereupon become immediately due and payable to Nedbank.
- 10.4 The Client shall, until such time as the Mortgage Bond is cancelled, ensure that the Property is not used for any other purpose that is prohibited by legislation.
- 10.5 Nedbank or its duly appointed agents are entitled at all reasonable times, at the cost of the Client, to enter upon and inspect the Property for the purpose of ascertaining if the aforesaid condition of ensuring that the Property is not used for any other purpose that is prohibited by legislation is being fully complied with.
- 10.6 Should it be established that the Client has failed to comply with the aforesaid condition, Nedbank is entitled but not obliged to take steps to ensure that the Property is used in a manner that does not contravene any legislation on behalf of the Client, and the costs of Nedbank in doing this and any money disbursed by Nedbank in procuring that the necessary steps are undertaken to ensure that the Property is used for purposes that does not contravene any legislation will comprise moneys lent and advanced to the Client, which shall thereupon become immediately due and payable to Nedbank.

mm
LM

10.7 Gas installation compliance

- 10.7.1 In terms of the Pressure Equipment Regulations (as passed under the Occupational Health and Safety Act, 85 of 1993), should a gas appliance with a permanent LP gas cylinder installation be contained in a property, the seller of that property is required to provide the purchaser with a certificate of conformity in respect of the said installation on sale of the property. Taking into account this requirement, the Client must obtain the said certificate of conformity from the seller of the property prior to registration of transfer of the property into the Client's name.
- 10.7.2 Should the property not contain a permanent LP gas installation at the time of registration of transfer into the Client's name, the Client hereby undertakes to obtain a certificate of conformity should such installation be effected in the property at any time in the future.
- 10.7.3 The Client must furthermore notify Nedbank, as well as his/her insurance company, immediately of any such gas appliance installed, as such installation may affect the Client's insurance premiums, and any non-disclosure of such installation may result in the repudiation of insurance claims. Such non-disclosure will constitute a material breach of this Agreement.
- 10.7.4 Nedbank will not be liable for any loss caused by the Client's non-compliance with the aforesaid provisions of this clause 10, and the Client hereby indemnifies Nedbank against any claim that may be brought by any party against Nedbank for such loss.

11 RATES AND TAXES

- 11.1 The Client shall on or before the due date for payment thereof, effect payment of all rates, taxes, site rentals, leasehold rentals and/or charges, licences, service and/or connection or installation fees, including all other levies and charges of whatsoever nature relating to the Property, and on demand produce the receipts therefor to Nedbank.
- 11.2 Furthermore, for the duration of this Loan Agreement, the Client hereby gives Nedbank and/or its agents authority and consent to, where Nedbank deems it necessary, access any rates and taxes and consumption charges information and/or documents directly from the local municipality or from any other equivalent authority as it pertains to the mortgaged property. Nedbank may use this information to recover, collect and repay any amounts that the Client owes to Nedbank in respect of this home loan.
- 11.3 Should any of the aforesaid rates, taxes, site rentals, leasehold rentals and/or charges, licences, service and/or connection or installation fees and other charges levied and to be levied in respect of the Property not be paid on due date, Nedbank is entitled, but not obliged, to effect payment thereof on behalf of the Client and any moneys so paid shall immediately thereupon be refunded to Nedbank by the Client. Any such amount not so refunded will bear interest at the Interest Rate applicable to this Agreement and be secured by the Mortgage Bond.
- 11.4 To the extent that the Act applies to this Agreement and any amount paid by Nedbank as contemplated in clause 11.3 may not be recovered in terms of section 102 of the Act, such amount will comprise moneys lent and advanced to the Client, which shall be immediately due and payable to Nedbank.

12 TITLE DEEDS AND LETTING OF THE PROPERTY

- 12.1 The title deeds of the Property will be lodged and remain with Nedbank until the Mortgage Bond is cancelled and the Property will not be further burdened in any way without the written consent of and on the conditions prescribed by Nedbank.
- 12.2 The Property or any portion thereof shall not be let for a period longer than 12 (twelve) consecutive months without the written consent of Nedbank, which consent will not be unreasonably withheld.

13 CESSION OF RENTALS AND REVENUES

- Should Nedbank give its consent to the letting of the Property, the Client cedes, transfers and assigns to Nedbank all the Client's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the Property as additional security for the due repayment by the Client of all amounts owing to or claimable by Nedbank at any time in terms of this Agreement and/or the Mortgage Bond, with the express right in favour of Nedbank irrevocably and *in rem suam*:
- 13.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the Property;
- 13.2 to let the Property or any part thereof, to cancel or renew and enter into leases in such manner as Nedbank decides, and to evict any trespasser or other person from the Property; and
- 13.3 to collect on behalf of the Client any moneys payable in respect of the alienation by the Client of the Property or any portion thereof;
- provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by Nedbank without the consent of the Client, unless the Client has failed to comply with any term or condition of this Agreement or the Mortgage Bond or has otherwise committed a breach thereof. To the extent not prohibited by the Act, Nedbank is further

mm
cm

entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected and to recover such commission under the Mortgage Bond.

14 SPECIAL CONDITIONS

14.1 NEDREVOLVE HOME LOAN OPTION

Nedbank has approved the NedRevolve Home Loan Option in respect of the Loan on the following terms and conditions:

- 14.1.1 The Option is a facility whereby Nedbank may from time to time, after due application by the Client, advance to the Client such part of the Loan as has been repaid to Nedbank in excess of the prescribed minimum monthly instalments.
- 14.1.2 The aggregate of all amounts owing at any time in terms of this Agreement shall not at any time exceed the limit specified by Nedbank in respect thereof. Such limit shall be determined by Nedbank by reference to the amount which would in the normal course be owing in terms of this Agreement if the prescribed minimum monthly instalments had been paid regularly since the inception thereof.
- 14.1.3 The option is granted at the discretion of Nedbank and Nedbank is entitled at any time, without notice to the Client, to terminate the facility or to decline to permit an advance, subject to the proviso that Nedbank shall not decline to advance to the Client such portion of the Loan as has been repaid to Nedbank in excess of the prescribed minimum monthly instalments as contemplated above in circumstances where the Client has complied with all the Client's obligations in terms of this Agreement.
- 14.1.4 Each advance shall be applied for in such manner as Nedbank from time to time specifies. Advances will in each case be credited to the Client's Nedbank Account with the following details:
 - 14.1.4.1 the undementioned account, namely –
Accountholder: LINDIWE MASHOLOGU AND MAMOTEANE MASHOLOGU
Account Number: TBA
or
 - 14.1.4.2 such other account as is recorded from time to time in the Client's account profile with Nedbank ('Client Profile');
and upon being so credited will be deemed to be received by the Client. No other payment instructions may be given by the Client to Nedbank in respect of an advance.
- 14.1.5 In the event of a dispute as to whether an advance has been credited to any account contemplated above, a written certificate, purporting to have been signed by a manager or accountant for the time being of any branch or the head office of Nedbank, whose capacity or authority need not be proven, shall upon the mere production thereof be binding on the Client and be *prima facie* proof of the advance being credited to such account.
- 14.1.6 To the extent not prohibited by the Act, the Client indemnifies Nedbank and holds Nedbank harmless against any loss which the Client may suffer and any claim which arises either directly or indirectly from an advance being credited to any account specified in the Client Profile which is not in the Client's name, provided that such claim or loss is not the direct result of gross negligence or wilful dishonesty on the part of Nedbank.
- 14.1.7 The minimum advance shall be the sum of R1 000 (one thousand rand) and each advance will be in rand only.
- 14.1.8 All advances shall bear interest at the Interest Rate charged from time to time in respect of the Loan.
- 14.1.9 All advances shall be secured by the Mortgage Bond and subject further to the terms and conditions applicable to the Loan, which apply thereto *mutatis mutandis*.

15 RESTRICTION ON CESSION

The Client is not entitled to cede any right as such to the Loan or any part thereof, nor in the case of a building loan to issue to Nedbank any instructions to pay to any person other than the contractor any part of the Loan without first obtaining the written consent of Nedbank. If Nedbank has agreed to lend to the Client moneys on condition that repayment of such moneys is made from this Loan, then no part of the Loan will be advanced to the Client or on the Client's behalf unless and until such repayment has been made. Should such repayment, for whatever reason, not occur, such failure will constitute a breach by the Client of the Client's obligations in terms of this Agreement, which entitles Nedbank to decline to make any advance to or on the Client's behalf, whether or not any further mortgage bond contemplated in this Agreement has been registered, and to terminate this Agreement, subject to compliance with the provisions of clause 22, where applicable. In such event the Client will have no claim of whatsoever nature against Nedbank, subject however to the provisions of the Act, to the extent applicable.

MM
LM

16 TERMINATION OF SPECIAL FACILITY, LOAN OPTION OR CONCESSION

Nedbank has the right at any time, on not less than 5 (five) business days' notice to the Client, to terminate or suspend any special facility, loan option or concession (other than a fixed interest rate or other interest rate concession) that applies to the Loan or to the Client in the event that:

- 16.1 the Client fails to comply with any term or condition of this Agreement or the Mortgage Bond;
- 16.2 this Agreement is at any time suspended, as contemplated in section 83 of the Act;
- 16.3 the Client is at any time declared to be overindebted, as contemplated in section 85 of the Act;
- 16.4 application is made by the Client, at any time, for debt review or to be declared overindebted or for a declaration that this Agreement is reckless, as contemplated in section 86 of the Act; or
- 16.5 Nedbank, for whatever reason, elects to discontinue such special facility, loan option or concession generally in respect of all residential home loan clients.

17 PREPAYMENT, EARLY SETTLEMENT AND ALLOCATION OF PAYMENTS

- 17.1 The Client may at any time prepay any amount owed to Nedbank in terms of this Agreement or settle this Agreement, provided that this Agreement is subject to the Act. To the extent that this Agreement is not subject to the Act, no amount owed by the Client to Nedbank shall be prepaid or this Agreement settled without the prior consent in writing of Nedbank. Any consent by Nedbank for this purpose may be given either unconditionally or subject to such conditions as Nedbank in its sole discretion determines.
- 17.2 To the extent that the Act is applicable to this Agreement, the amount required to be paid by the Client to Nedbank in order to settle this Agreement is the total of the following amounts:
 - 17.2.1 the Loan or the balance thereof outstanding at the time of settlement;
 - 17.2.2 any unpaid interest and all other fees and charges owing to or claimable by Nedbank in terms of this Agreement up to the settlement date; and
 - 17.2.3 if the Interest Rate applicable to this Agreement at the time of settlement is a fixed rate, an early-termination charge determined by Nedbank at such time, provided that such fee does not exceed the maximum charge permitted from time to time by the Act; or
 - 17.2.4 if the Interest Rate applicable to this Agreement at the time of settlement is a variable rate, an early-termination charge equal to no more than the interest that would have been payable in terms of this Agreement for a period equal to the difference between –
 - 17.2.4.1 3 (three) months; and
 - 17.2.4.2 the period of notice of settlement, if any, given by the Client to Nedbank.
 - 17.2.5 Notwithstanding any allocation by the Client of any payment made to Nedbank in terms of this Agreement, each payment made by the Client will be allocated firstly to any due or unpaid interest charges, secondly to any due or unpaid fees or charges, and lastly in reduction of the capital amount outstanding.

18 NOTICE OF CHANGES AND STATEMENTS

- 18.1 To the extent that the Act is applicable to this Agreement:
 - 18.1.1 Nedbank will give the Client written notice of at least 5 (five) business days of any change concerning the rate of interest, the amount of a credit fee or charge or a change in the frequency or time for payment of a credit fee or charge, as contemplated in the Act;
 - 18.1.2 Nedbank will give the Client notice of at least 30 (thirty) business days after the day on which a change in a variable interest rate takes place, setting out –
 - 18.1.2.1 the new Prime Rate;
 - 18.1.2.2 the new Interest Rate applicable to this Agreement;
 - 18.1.2.3 the date on which the change took effect, or will take effect;
 - 18.1.2.4 the total interest payable under this Agreement in rand value, if ascertainable; and
 - 18.1.2.5 the monthly interest payable in rand value, if ascertainable.
- 18.2 Nedbank will provide the Client with periodic written statements in respect of the Loan, at not less frequently than 6(six) monthly intervals, in accordance with the requirements of the Act.

MM
LM

19 ADDRESS FOR NOTICES

- 19.1 Whenever a party to this Agreement is required or wishes to give legal notice to the other party for any purpose contemplated in this Agreement, the Act or any other law, the party giving notice must deliver that notice to the other party at the address of the other party as set out in clause 2.2.3 and 2.2.7 of this Agreement or at the address most recently provided by the recipient in accordance with clause 19.
- 19.2 Either party to this Agreement may change its address for the purposes of this clause by delivering to the other party a written notice of the new address by hand, registered mail or electronic mail, if that other party has provided an email address.
- 19.3 Unless otherwise provided by this clause or the Act, a notice, order or other document that, in terms of the Act, must be served on either party to this Agreement will have been properly served when it has been either delivered to that party or sent by registered mail to that party's last known address.

20 DEFAULT BY THE CLIENT

- 20.1 The following will, in addition to the other events listed in the Client Agreements, be Events of Default, each of which is severable and distinct from the others:
- 20.1.1 if the Client fails to comply with any term or condition or undertaking in this Agreement or any other agreement entered or to be entered into with Nedbank; or
- 20.1.2 if the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider becomes 'financially distressed' or is reasonably likely to become 'financially distressed' within the immediately ensuing 12(twelve)-month period; or
- 20.1.3 if the board or members of the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider resolves to commence business rescue proceedings or the Client or any of its agents, officers or employees take any other steps contemplated under the New Companies Act in anticipation of business rescue proceedings; or
- 20.1.4 if any person applies or threatens to apply to court for an order commencing business rescue proceedings in respect of the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider; or
- 20.1.5 if any corporate action, legal proceedings or other similar procedure or steps are taken or threatened in relation to the appointment of a business rescue practitioner in respect of the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider; or
- 20.1.6 if in any proceedings in respect of or against the Client a court orders, or indicates that it may order, the commencement of business rescue proceedings in respect of the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider; or
- 20.1.7 If a moratorium is declared in respect of any indebtedness of the Client, any related or interrelated persons, any of its subsidiaries or any Security Provider; or
- 20.1.8 if any provision of an agreement to which the Client is party is cancelled or suspended (whether entirely, partially or conditionally) by the Client, or any liquidator, business rescue practitioner, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Client or any of its assets, including a cancellation or suspension contemplated under section 136(2) of the New Companies Act.
- 20.2 Where an Event of Default occurs, and the Client fails to remedy the matter within the period, if any, stipulated by Nedbank at such time, Nedbank will, in respect of all entities that comprise the Client, without diminution of any other right that Nedbank may hereby or otherwise acquire, be entitled, at its sole discretion, to:
- 20.2.1 cancel the facilities and all existing agreements with immediate effect; or
- 20.2.2 refuse to advance any further amounts to the Client or suspend the availability of any of the facilities; or
- 20.2.3 claim immediate repayment of all amounts owing to Nedbank from whatever cause arising, all of which amounts will immediately become due and payable; or
- 20.2.4 conduct an immediate review of the Client's obligations to Nedbank, in which event the Client must supply Nedbank with any documentation or information required to complete this review; or
- 20.2.5 restrict the Client's access to the facilities, including any agreements, to limits considered acceptable by Nedbank; or
- 20.2.6 increase the interest rate applicable to one or more of the facilities, including any agreements, which increased rate will not exceed the default interest rate; or
- 20.2.7 require that the Client supply sufficient additional security; or
- 20.2.8 do any combination of any of the above.

mm
cm

- 20.3 To the extent that the New Companies Act is applicable to this Agreement, and any loan product, facility or option, constitutes a 'credit facility' as defined in the Act, Nedbank may suspend such credit facility at any time the Client is in default under this Agreement, or close the credit facility by giving written notice of termination of such facility to the Client of at least 10 (ten) business days before the credit facility is to be closed. Despite any suspension or closure of a credit facility, any liability which the Client may have in respect of this Agreement will not be affected by the above action, and this Agreement shall remain in effect to the extent necessary until the Client has paid all amounts lawfully due by the Client in terms of the Act.
- 20.4 In the event that this Agreement is subject to the Act, nothing contained in this clause must be construed as entitling Nedbank to recover the amounts so claimed from the Client without complying with the requirements of clause 22.
- 20.5 The Client hereby indemnifies Nedbank against and holds it harmless on demand from any loss, liability or cost suffered by Nedbank if any obligation provided for in this Agreement is or becomes unenforceable, invalid or illegal or is cancelled or suspended entirely, partially or conditionally, including but not limited to any damage suffered by Nedbank contemplated in section 136(3) of the New Companies Act; and/or any claim Nedbank has or may have against the Client for restitution, arising as a result of the exercise by any business rescue practitioner of the powers granted to him/her in accordance with section 136(2) of the New Companies Act. The amount of that loss, liability or cost will at least include the amount which Nedbank would otherwise have been entitled to recover.

21 APPLICATION FOR DEBT REVIEW

- 21.1 Without detracting from or in any manner limiting Nedbank's rights in the event of default, the Client's attention is directed to section 86 of the Act, where applicable, which entitles the Client, in certain circumstances and against payment of the prescribed fee, to apply to a debt counsellor in the prescribed manner and form to have the Client declared overindebted.
- 21.2 An application in terms of section 86 of the Act may not be made in respect of, and does not apply to, this Agreement if at the time such application is made Nedbank has, under this Agreement, proceeded to take the steps contemplated in clause 22 to enforce this Agreement.
- 21.3 A debt counsellor who has accepted an application in terms of section 86 must determine in the prescribed manner and within the prescribed time whether the Client appears to be overindebted, and if the Client seeks a declaration of reckless credit, whether any of the Client's credit agreements appear to be reckless.
- 21.4 Depending on the findings of the debt counsellor, the application may be rejected, or it may be recommended that the Client and the respective credit providers voluntarily consider and agree on a plan of debt rearrangement or, if the debt counsellor concludes that the Client is overindebted, a proposal may be issued recommending that the Magistrate's Court makes an order with regard to the question of reckless credit and any plan of debt rearrangement, as contemplated in section 86(7) of the Act.
- 21.5 If a recommendation by a debt counsellor is accepted by the Client and each credit provider, such proposal must be recorded in the form of an order and, if it is consented to by the Client and each credit provider concerned, filed as a consent order by the debt counsellor in terms of section 138 of the Act.
- 21.6 If a debt counsellor rejects an application as contemplated in section 86(7)(a) of the Act, the Client, with the leave of the Magistrate's Court, may apply directly to the Magistrate's Court, in the prescribed manner and form, for an order contemplated in section 86(7)(c).
- 21.7 If the Client is in default under this Agreement and this Agreement is being reviewed in terms of section 86 of the Act, Nedbank may give notice to terminate the review in the prescribed manner to the Client, the debt counsellor and to the National Credit Regulator contemplated in the Act. Such notice may be given at any time at least 60 (sixty) business days after the date on which the Client applied for the debt review.
- 21.8 If Nedbank gives notice to terminate a review as contemplated in clause 21.7 and proceeds to enforce this Agreement in terms of clause 22, the Magistrate's Court hearing the matter may order that the debt review resume on any conditions the court considers to be just in the circumstances.
- 21.8.1 Notwithstanding anything to the contrary contained in this clause Nedbank will be entitled to immediately change the Fringe Benefit Rate to the Interest Rate in the circumstances as contemplated in clause 14 hereof.

22 REQUIRED PROCEDURE BEFORE DEBT ENFORCEMENT

- 22.1 If the Client is in default under this Agreement, Nedbank may:
- 22.1.1 draw the default to the notice of the Client in writing and propose that the Client refers this Agreement to a debt counsellor, alternative dispute resolution agent, consumer court or ombud with jurisdiction, with the intent that the parties resolve any dispute under this Agreement or develop and agree on a plan to bring the payments under this Agreement up to date, and Nedbank may not commence any legal proceedings to enforce this Agreement before such notice has been given; or

23.2 The contact details for the credit bureaux are as follows:

23.2.1 Transunion ITC

Tel: 0861 482 482 / 011 214 6000
Fax: 0866 701 737 / 011 388 2454
Email: disputeinfo@transunion.co.za
Physical address: Wanderers Office Park, 52 Corlett Drive, Illovo, Johannesburg, 2000

23.2.2 Experian (Pty) Ltd (Head Office)

Postal address: PO Box 4522, Johannesburg, 2000
Tel: 0861 105 665 / 011 799 3400
Fax: 011 463 3988
Email: info@experian.co.za
Physical address: Experian House, The Ambridge Office Park, Vrede Avenue, Douglasdale, 2191
Postal address: PO Box 98183, Sloane Park, 2152

24 RIGHTS OF THE CLIENT

24.1 To the extent that the Act is applicable to this Agreement, the Client has the right to:

- 24.1.1 resolve a complaint by way of alternative dispute resolution;
 - 24.1.2 file a complaint with the National Credit Regulator; or
 - 24.1.3 make an application to the Tribunal;
- provided that any such right is exercised in accordance with the Act.

24.2 The National Credit Regulator can be contacted at:

Tel: 0860 627 627
Fax: 087 234 7822
Email: info@NCR.org.za
Physical address: 127 15th Road, Randjies Park, Halfway House, 1685
Postal address: PO Box 209, Halfway House, 1685

24.3 The National Consumer Tribunal can be contacted at:

Tel: 012 394 1450 / 012 394 1721
Fax: 012 394 2450
Email: ncd@THEDTI.gov.za
Physical address: 77 Meintjies Street, Sunnyside, Pretoria, 0002
Postal address: Private Bag X48, Pretoria, 0002

24.4 The Ombud for Banking Services can be contacted at:

Tel: 011 838 0035 / 0860 800 900
Fax: 011 838 0043
Email: info@obssa.co.za
Physical address: 5th floor, JCI Buildings, 28 Harrison Street, Marshalltown, 2001
Postal address: PO Box 5728, Johannesburg, 2000

mm
um

25 JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of Nedbank, any claim arising under this Agreement may be recovered in any magistrate's court having jurisdiction, and the Client hereby consents to the jurisdiction of the magistrate's court.

26 CERTIFICATE OF INDEBTEDNESS

The nature and amount of the Client's obligation and the applicable interest rate will be determined and proved by a certificate or any other written evidence ('Certificate') purporting to have been signed by a Nedbank manager whose capacity or authority does not have to be proved. Unless the contrary is proved, the Certificate will on the production thereof be binding and be *prima facie* proof of the content thereof and of the fact that the amount is due and payable. The Certificate will be valid as a liquid document (alternatively proof of a liquidated amount) in any competent court or for any other purpose.

27 MORTGAGE BOND AND REGISTRATION COSTS

27.1 Without limiting or in any manner detracting from other security held by Nedbank, the Mortgage Bond will secure *inter alia* the Client's indebtedness to Nedbank in terms of this Agreement, as also all present and future indebtedness of the Client to Nedbank, from whatever other cause arising, together with interest, and shall remain of full force and effect until cancelled in the deeds registry notwithstanding any fluctuation in, or temporary extinction of, the Client's indebtedness to Nedbank from time to time.

27.2 If the Loan is approved subject to the registration of a mortgage bond, the Mortgage Bond will be prepared and registered by Nedbank's attorneys and be in such form and contain such terms and conditions as Nedbank requires. Unless otherwise contemplated in this Agreement, the Mortgage Bond will be registered for the amount of the Loan, together with such additional sum as Nedbank requires for the purpose of securing certain costs and disbursements as may be paid or incurred by Nedbank. Nedbank will not be obliged to consent to the cancellation of the Mortgage Bond for so long as the Client is indebted to Nedbank, whether in terms of this Agreement or any other cause of debt whatsoever.

27.3 Unless every prior-ranking mortgage bond is registered in favour of Nedbank, the Mortgage Bond will rank as a first mortgage over the Property. No mortgage bond may be registered in favour of a third party without the prior written consent of Nedbank.

27.4 The Client will be responsible for payment of the costs of registration of the Mortgage Bond, if any, and otherwise complying with the terms and conditions of this Agreement, together with value-added tax, where applicable. Without detracting from or prejudicing any other right of Nedbank, the Client shall be liable for, and on demand pay, all costs and charges incurred by Nedbank (to the extent not prohibited by the Act) and Nedbank's attorneys, in the event that the Client withdraws from this Agreement or if the Loan is for whatever reason not proceeded with.

27.5 Notwithstanding the provisions of clause 27 above, 0.00 (Zero) percent of the Mortgage Bond registration costs and the costs of cancelling the Client's existing mortgage bond/s (if applicable) over the Property, will be paid by Nedbank.

27.6 Nedbank's agreement to pay a percentage of the Mortgage Bond registration costs as contemplated in clause 27 above is conditional upon the Mortgage Bond not being cancelled within 12 (twelve) months of the date on which the Loan is advanced to the Client or on the Client's behalf. In the event that Nedbank, prior to the expiry of such period, receives notification that the Mortgage Bond is to be cancelled, the Client will be obliged forthwith to refund such costs to Nedbank together with interest thereon at the Prime Rate charged from time to time by Nedbank, from the date of the notification to the date on which the costs are refunded.

28 FEES, COSTS AND CHARGES

28.1 Nedbank requires and the client undertakes that no transfer and registration costs will be included in the loan amount. The client hereby warrants that these costs have not been included in either the purchase price or the loan amount relating to the abovementioned property. If, at any time, the bank ascertains that these costs have been included, then Nedbank reserves the right immediately to withdraw from such loan agreement and all wasted or other costs will be for the account of the client. Furthermore, the client will have no claim against Nedbank for any damages or costs as a result of such withdrawal.

28.2 The Client will be responsible for and shall pay to Nedbank, the fees, costs and charges specified in Part A as part of the cost of credit, as contemplated by the Act. Nedbank is entitled at any time, and from time to time, in its discretion to vary any fee, cost or charge, provided that no fee or charge will exceed the maximum amount prescribed from time to time in terms of the Act or, where the Act does not apply to this Agreement, such other amount as may be prescribed by law. The said fees, costs and charges will be calculated and payable in the manner set out in Part D1 and Part D2

28.3 In addition, the Client shall pay any:

MM
LM

- 28.3.1 default administration charge imposed by Nedbank to cover administration costs incurred as a result of the Client defaulting on an obligation under this Agreement; and
- 28.3.2 collection costs that may be charged by Nedbank in respect of enforcement of the Client's monetary obligations under this Agreement (other than a default administration charge);
- provided that such charges and costs will not (to the extent that the Act applies to this Agreement) exceed the maximum default administration charges and collection costs prescribed from time to time in terms of the Act.
- 28.4 The Client must also pay transactional fees, which will be debited to the Client's account. These fees will be payable together with the Client's repayments as set out in this Agreement. Nedbank may charge transactional fees related but not limited to cash or cheque deposits and these fees may change from time to time with reasonable notice to the Client. The latest schedule of fees is available at any Nedbank branch and on the nedbank.co.za website, or the Client may call the Nedbank Contact Centre on 0860 555 111
- 28.5 Interest at the Interest Rate applicable to this Agreement from time to time will be charged in respect of any fee, cost or charge not paid on or before the due date for payment thereof and this will not prejudice, restrict or in any manner detract from the rights of Nedbank pursuant to an act of default.
- 28.6 In addition, and to the extent permitted by the Act (where applicable), all amounts that Nedbank may pay or incur pursuant to this Agreement or due to the Client's default, including legal costs on the attorney and client scale, will be payable by the Client to Nedbank, all such payments being authorised by the Client and secured by the Mortgage Bond.
- 28.7 To the extent that value-added tax is payable in respect of any fee, cost or charge, such fee, cost or charge will be inclusive of value-added tax payable by the Client. To the extent that the Client is required to pay or reimburse any costs, fees, expenses or disbursements pursuant to this Agreement, the Client agrees that such obligation includes the payment or reimbursement of value-added tax, where applicable.

29 GENERAL CONDITIONS

- 29.1 This Agreement constitutes the whole of the agreement between the parties relating to the subject matter thereof. To the extent that there is any conflict between the provisions of this Agreement and any provision of the Mortgage Bond, the provisions of this Agreement will prevail.
- 29.2 This Agreement may not be changed or cancelled unless:
- 29.2.1 such change or cancellation is done in writing and signed by the parties, and a copy of a document reflecting the change is delivered to the Client by Nedbank within 20 (twenty) business days thereof; or
- 29.2.2 the Client requests such change or cancellation telephonically (and the Client hereby consents to Nedbank's recording such telephone calls for evidentiary purposes), provided the parties agree to such change or cancellation, and the Client's request and Nedbank's acceptance thereof are recorded and logged on Nedbank's electronic client system. This recording will then constitute an amendment or cancellation of this Agreement and it will be reduced to writing and it will bind the parties.
- 29.3 To the extent that any of the provisions contained in this Agreement are in conflict with or are in addition to any of the provisions of any facility letter or other agreement required in terms thereof or any of the Client Agreements, including any documentation required in support of any such agreement, whether by way of security or otherwise, the provisions contained herein will prevail, unless the facility letter is signed subsequent to this Agreement.
- 29.4 Each paragraph and clause in this Agreement is separate and severable, the one from the other, notwithstanding the manner in which they may be linked together or grouped grammatically and, if any paragraph or clause is to be found defective or unenforceable for any reason, the remaining paragraphs or clauses, as the case may be, will nevertheless be and continue to be of full force and effect.
- 29.5 The parties agree that no other terms or conditions, whether oral or written, and whether express or implied, apply.
- 29.6 No waiver of any of the terms and conditions of this Agreement will be binding for any purpose, unless expressed in writing and signed by the party giving the same, and any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of either party in exercising any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 29.7 In the event that the Client comprises more than one person, whether natural or otherwise, all such persons will be liable to Nedbank jointly severally and *in solidum* for the performance by the Client of the Client's obligations in terms of this Agreement.
- 29.8 The Client warrants that all information provided by the Client in the application for the Loan and any other information provided to Nedbank for the purposes of such application are, to the best of the Client's knowledge and belief, both true and correct and that no information that may affect Nedbank's decision to approve the Loan has been withheld.

mm
 cm

- 29.9 Where the application was submitted digitally, the Client warrants that the application was completed and submitted by the Client or on the Client's behalf by a third party who was duly authorised by the Client to submit the application.
- 29.10 The Client shall, on request, furnish Nedbank with such information and/or documents as Nedbank from time to time requires in respect of the Client or the spouse of the Client, including any person having an interest, whether direct or indirect, in the Client, in the event that the Client is not a natural person, and any surety, guarantor or other person who has provided security in respect of the indebtedness of the Client.
- 29.11 In the event of the Client being a juristic person and any change in the directorship and/or shareholding or, where applicable, membership of such juristic person taking place, all amounts owing to Nedbank in terms of this Agreement, together with interest thereon, shall immediately become due and payable, unless the prior written consent of Nedbank is obtained. Should such change in the directorship or membership, as the case may be, of such juristic person take place in terms of the provisions hereof, all such new or additional directors or members, as the case may be, shall enter into a deed of suretyship on such terms and conditions as Nedbank requires to bind themselves to and in favour of Nedbank, *in solidum* and as co-principal debtors, for the due repayment by the Client to Nedbank of all amounts owing to Nedbank, whether in terms of this Agreement or otherwise howsoever.
- 29.12 Nedbank has the right at any time and from time to time, without the consent of the Client, to cede, assign and transfer all or any of its rights, title and interest in and to this Agreement, and/or to the Mortgage Bond, as well as any other security of whatsoever nature held by Nedbank in respect of the indebtedness of the Client in terms of this Agreement, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this Agreement and/or the Mortgage Bond or other security *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation aforementioned constitutes or results in a splitting of claims that requires the consent of the Client, the Client hereby consents thereto.
- 29.13 Should the Mortgage Bond for whatever reason not be registered within 180 days from the date of grant, Nedbank may at its own discretion terminate this Agreement by notice in writing to the Client.
- 29.14 The Client agrees that Nedbank is obliged to comply with local and international anti-money laundering, counterterrorist financing, financial sanctions and prohibited business activity laws, regulations, policies and requirements. In order to comply with these obligations we may be required, among other things, to terminate this Agreement. If we are required to terminate this Agreement this will be deemed to be an event of default by the Client in terms of this Agreement and we will be entitled to terminate this Agreement on written notice to the Client (if allowed) and exercise our rights in terms of the Default/Breach and Remedies clauses set out in this Agreement. The Client agrees that Nedbank will not be held liable for any loss, damage, costs or expenses that the Client may incur or suffer as a result of us terminating this Agreement in terms of this clause.

For and on behalf of Nedbank limited



E. Drotskie
General Manager: Homeloans Operations

mm
cm

I, the undersigned

(Insert full names of spouse)

I furthermore acknowledge that the Mortgage Bond contemplated in the said Agreement will secure all present and future indebtedness of the Client to Nedbank, from whatever cause arising, including *inter alia* moneys advanced from time to time, whether in terms of any loan facility or product or otherwise howsoever.

Signed at _____ on _____ / _____ / _____
(place) (day) (month) (year)

Witness

(Witness's signature)

(Full name(s) and surname)

(Spouse's signature)

(Address)

Witness

(Witness's signature)

(Full name(s) and surname)

(Address)

mm
cm

85

VDT ATTORNEYS INC
BROOKLYN PLACE
Cnr. BRONKHORST & DEY STREETS
BROOKLYN
(012) 452 1300

SEELREG
STAMP DUTY.....

FOOI
FEES

R1 146.00

Prepared by me

CONVEYANCER
TJAN KOEN

B 000037014-2018

Covering Mortgage Bond

In favour of

Nedbank Limited

(Registration Number 1951/000009/06)

BE IT HEREBY MADE KNOWN

THAT ANTIONETTE ROELOFSE

a duly admitted conveyancer ('the Appearer') appeared before me, REGISTRAR OF DEEDS at PRETORIA, he, the said Appearer, being duly authorised thereto by a power of attorney granted to him by -

1. **LINDIWE MASHOLOGU**
Identity Number 860503 0765 08 3
Unmarried
2. **MAMOTEANE MASHOLOGU**
Identity Number 600609 0360 18 2
Married, which marriage is governed by the laws of LESOTHO and assisted by
her husband, **SIZWE MORRIS MASHOLOGU**
Identity Number 491116 5189 08 9, as far as needs be

('the Mortgagor')

NCRCP16

Lexis® DocAssembly 1.0.0 / Lexis® Convey 17.1.9.6

signed at PRETORIA on the 7TH day of JUNE 2019 and signed at MASERU, LESOTHO on the 24th day of JULY 2019, which said power of attorney, witnessed in accordance with law, was this day exhibited to me.

AND THE APPEARER DECLARED the Mortgagor to be indebted to the hereinafter-mentioned Mortgagee, whether such indebtedness be a direct or indirect liability incurred by the Mortgagor individually or jointly with others, and whether such indebtedness arises from moneys lent and advanced, drafts or bills of exchange or by reason of any suretyship, guarantee or indemnity signed by the Mortgagor in favour of the Mortgagee, or given by the Mortgagee for and on behalf of the Mortgagor, and any payment made by the Mortgagee pursuant to this bond, including future debts generally, from whatsoever cause arising, up to but not exceeding the sum of -

R1 836 037,00 (ONE MILLION EIGHT HUNDRED AND THIRTY SIX THOUSAND AND THIRTY SEVEN RAND)

together with interest thereon, and the additional sum as referred to hereunder, upon the further conditions hereinafter set forth.

AND THE APPEARER FURTHER DECLARED the Mortgagor to be truly and lawfully indebted and held and firmly bound to and in favour of -

Nedbank Limited

(Registration Number 1951/000009/06)

its order, successors in title and assigns ('the Mortgagee'), in the sum of -

R1 836 037,00 (ONE MILLION EIGHT HUNDRED AND THIRTY SIX THOUSAND AND THIRTY SEVEN RAND)

('the capital') arising from a consideration set out in the recital.

AND THE APPEARER, on behalf of the Mortgagor, renounced (to the extent not prohibited by the National Credit Act, 2005 ('the Act')) the legal exceptions *non numeratae pecuniae*, *non causa debiti*, *errore calculi*, revision of accounts and no value received, and the benefit of *excussionis et divisionis* and, where applicable, the benefit of *de duobus vel pluribus reis debendi*, with the force and effect of which the Appearer declared the Mortgagor to be fully acquainted, and all other exceptions which could or might be taken to the Mortgagee's claim for payment of all or any of the amounts secured hereunder, and hereby promised and undertook to pay to the Mortgagee the capital owing together with interest thereon calculated as hereinafter set forth and all other amounts secured hereunder.

AND AS SECURITY for the payment of -

- (i) the capital;
- (ii) all interest claimable from the Mortgagor; and
- (iii) the costs of preserving and realising the mortgaged property, fire insurance premiums and cost of notice;

3.2.2 the Mortgagee invoke the provisions of clauses 4.3, 5.3 or 6.2;

then the Mortgagor shall pay interest on that amount or on the money so disbursed, from the due date for payment, or in the circumstances contemplated in clause 3.2.2, from the date on which the Mortgagee disburses such money, as the case may be, to the actual date of payment, at the rate payable on the unpaid amount or in terms of clause 3.1, as the case may be.

4. INSURANCE

4.1 The Mortgagor shall, unless otherwise required in writing by the Mortgagee, insure all improvements on the mortgaged property and keep them insured for such minimum amount as the Mortgagee agrees in writing, being the agreed full asset value of the improvements for replacement purposes, for so long as the Mortgagor is indebted to the Mortgagee, against risk of loss or damage from fire, storm and any other risk which the Mortgagee at any time directs in writing, plus SASRIA (SASRIA Limited) extension, and shall cede the relative policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

4.2 In the event that insurance as aforesaid is arranged by the Mortgagor, the terms and conditions of such policy shall comply with the Mortgagee's credit requirements and will be subject to the Mortgagee's approval in writing and the Mortgagor shall lodge the policy or policies of such insurance with the Mortgagee, together with documentary evidence to the satisfaction of the Mortgagee (where such premiums are not paid by the Mortgagee) that all premiums including renewal premiums have been paid and that the insurer has noted the cession of such policy or policies to the Mortgagee as collateral security for the indebtedness of the Mortgagor to the Mortgagee.

4.3 Should the improvements not be insured or should any insurance not be maintained, the Mortgagee is entitled but not obliged to insure such improvements and/or pay the premiums on behalf of the Mortgagor, and any money so disbursed shall be refunded by the Mortgagor on demand.

4.4 All moneys received under any insurance hereunder will in the sole discretion of the Mortgagee be applied either in partial or full payment of the indebtedness of the Mortgagor hereunder or in the restoration under such conditions as the Mortgagee may lay down, of that which has been damaged or destroyed by any causes covered by such insurance.

5. IMPROVEMENTS

5.1 The Mortgagor shall, until such time as this bond is cancelled, keep all improvements on the mortgaged property in good order and repair.

5.2 The Mortgagee or its duly appointed agents are entitled at all reasonable times, at the cost of the Mortgagor, to enter upon and inspect the mortgaged property for the purpose of ascertaining if the aforesaid condition of keeping all improvements on the mortgaged property in good order and repair is being fully complied with.

5.3 Should the improvements not be kept in good order and repair, the Mortgagee is entitled but not obliged to effect the necessary repairs or to cause any repairs to be done on behalf of the Mortgagor, and the costs of the Mortgagee in repairing the improvements and any money disbursed by the Mortgagee in procuring that the necessary repairs be effected shall be refunded by the Mortgagor on demand.

6. RATES AND TAXES

6.1 The Mortgagor shall promptly pay all rates, taxes, site rentals, licences, service and other charges levied and to be levied at any time in respect of the mortgaged property by any governmental, local or other competent authority or, where applicable, a leasehold grantor, and on demand produce the receipts therefor to the Mortgagee.

- 6.2 Should any of the aforesaid rates, taxes, site rentals, licences, service and other charges levied and to be levied not be paid on due date, the Mortgagee is entitled but not obliged to pay any amount so levied and any moneys so disbursed shall be refunded by the Mortgagor on demand.

7. TITLE DEEDS AND LETTING OF PROPERTY

- 7.1 The title deeds of the mortgaged property will be lodged and remain with the Mortgagee until this bond is cancelled and the mortgaged property will not be further burdened in any way without the written consent of, and on the conditions prescribed by, the Mortgagee.
- 7.2 The mortgaged property or any portion thereof shall not be let for a longer period than 12 (Twelve) consecutive months without the written consent of the Mortgagee.

8. CESSION OF RENTALS AND REVENUES

Should the Mortgagee give its consent to the letting of the mortgaged property, the Mortgagor cedes, transfers and assigns to the Mortgagee all the Mortgagor's rights, title and interest in and to all rentals and other revenues of whatsoever nature, which may accrue from the mortgaged property as additional security for the due repayment by the Mortgagor of all amounts owing to or claimable by the Mortgagee at any time in terms of this bond, with the express right in favour of the Mortgagee irrevocably and *in rem suam* -

- 8.1 to institute proceedings against lessees for the recovery of unpaid rentals, and/or eviction from the mortgaged property;
- 8.2 to let the mortgaged property or any part thereof, to cancel or renew and enter into leases in such manner as the Mortgagee decides, to evict any trespasser or other person from the mortgaged property;
- 8.3 to collect on behalf of the Mortgagor any moneys payable in respect of the alienation by the Mortgagor of the mortgaged property or any portion thereof;

provided, however, that the cession, transfer, assignment and authorities and powers specified above shall not be acted upon by the Mortgagee without the consent of the Mortgagor unless the Mortgagor has failed to comply with any term or condition of this bond or any loan or other indebtedness secured thereby, or has otherwise committed a breach thereof. The Mortgagee is further entitled to charge a commission of 5% (five percent) of the gross amount of all rentals and other revenues collected (to the extent not prohibited by the Act) and to recover such commission under this bond.

9. BREACH

- 9.1 The capital or balance thereof, and all other moneys which may then be claimable or secured under this bond, and in terms of any and all other bonds passed by the Mortgagor in favour of the Mortgagee over the mortgaged property, shall become due and payable forthwith and without the Mortgagor having been specially placed in default, whether the due date thereof shall have arrived or not (and the Mortgagee will be entitled to have the mortgaged property declared executable), in the event of a failure by the Mortgagor to timeously make any payment or perform any obligation in terms of this bond or comply with any demand made by the Mortgagee or in any manner breach any loan or facility granted by the Mortgagee or other obligation owed to the Mortgagee.
- 9.2 Should the provisions of clause 9.1 become applicable, the Mortgagee is further entitled and is hereby authorised to surrender any policy or policies of assurance which is/are ceded or made payable to the Mortgagee as collateral security and to appropriate the surrender value on account of the amount owing to the Mortgagee or secured under this bond.

10. EXPROPRIATION

In the event that the whole or any portion of the mortgaged property is expropriated under any law or taken under any law, provincial ordinance or by-law for road-widening purposes, or for any other purpose whatsoever by any competent authority, the Mortgagor appoints the Mortgagee irrevocably and *in rem suam* to receive all compensation moneys payable in respect thereof as well as to make all claims and sign all documents in regard thereto. The Mortgagee shall account to the Mortgagor in respect of all amounts received after deduction of all sums owing in terms of or secured by this bond, including legal costs incurred by the Mortgagee in invoking its rights pursuant to this clause.

11. CERTIFICATE OF INDEBTEDNESS

To the extent permitted by the Act, the nature and amount of the Mortgagor's indebtedness to the Mortgagee secured by this bond, as well as the interest rate payable in respect thereof, will at any time be determined and proved by a certificate purporting to have been signed by a Manager or Accountant for the time being of any branch or the Head Office of the Mortgagee, whose capacity or authority it will not be necessary to prove (or any other form of evidence contemplated in section 169(3) of the Act), which certificate or other form of evidence, as the case may be, will upon the mere production thereof be binding on the Mortgagor and be *prima facie* proof of the contents of such certificate and of the fact that such amount is due and payable in any legal proceedings against the Mortgagor, and will be valid as a liquid document against the Mortgagor in any competent court.

12. DOMICILIUM

- 12.1 In the event that the Mortgagee is required or wishes to give legal notice to the Mortgagor for any purpose contemplated in this bond, the Act or in any other law, the Mortgagee must deliver that notice to the Mortgagor at the under-mentioned address of the Mortgagor –

UNIT 34 CRAYDEN VILLAS FURROW ROAD, EQUESTRIA, PRETORIA, 0184

or at any address for legal notices chosen by the Mortgagor in any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured.

- 12.2 The Mortgagor may change its address for the purposes of this clause by delivering to the Mortgagee a written notice of the new address by hand, registered mail or, where the Act is applicable, by electronic mail, if the Mortgagee has provided an email address.
- 12.3 Unless otherwise provided by this clause or, where applicable the Act, a notice, order or other document that must be served on the Mortgagor will have been properly served when it has been either delivered to the Mortgagor or sent by registered mail to the Mortgagor's last known address.

13. RIGHT OF LEASEHOLD

In the event that the mortgaged property is a right of leasehold granted in terms of the Black Communities Development Act, 1984, references in this bond to the mortgaged property and buildings or other improvements of whatsoever nature erected or to be erected on the mortgaged property, shall, unless otherwise required by the context, include respectively, the land in respect of which the right of leasehold is granted and all buildings or other improvements erected or to be erected on such land.

14. JURISDICTION

In terms of section 45 of the Magistrate's Court Act, 1944, and at the option of the Mortgagee, any claim arising under this bond may be recovered in any magistrate's court having jurisdiction, and the Mortgagor hereby consents to the jurisdiction of the magistrate's court.

15. GENERAL

- 15.1 No agreement varying any of the terms or conditions of this bond shall be of any force or effect unless reduced to writing and signed by the Mortgagor and the Mortgagee, and should the Mortgagee so require, such agreement shall be incorporated in a variation agreement prepared by the Mortgagee's conveyancers and registered in the relevant deeds registry at the cost of the Mortgagor.
- 15.2 To the extent that there is any conflict between the provisions of this bond and the provisions of any agreement with the Mortgagee relating to the indebtedness of the Mortgagor hereby secured, the provisions of such agreement will prevail and apply.
- 15.3 The Mortgagee has the right at any time and from time to time, without the consent of the Mortgagor, to cede, assign and transfer all or any of its rights, title and interest in and to this bond, to and in favour of any third party or parties, whether natural, juristic or of any other kind or nature. The aforesaid right includes the right to delegate any obligation in terms of this bond *mutatis mutandis*. To the extent that any cession, assignment, transfer or delegation afore-mentioned constitutes or results in a splitting of claims that requires the consent of the Mortgagor, the Mortgagor hereby consents thereto.

16. COSTS

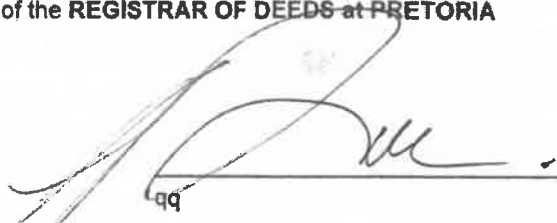
The Mortgagor shall pay all legal expenses, costs and charges in drawing and completing the power of attorney and this bond and procuring the registration thereof, and the costs of cancellation of this bond, including any powers of attorney and other documents necessary for that purpose, and in general all costs, including costs between attorney and client and collection commission, which may arise out of or in connection with this bond. All legal work necessary shall be performed and all necessary documents in connection with this bond and the cancellation thereof shall be drawn and registration thereof effected by the Mortgagee's conveyancers.

IN WITNESS WHEREOF I, the said Registrar, together with the Appearer *qq* have subscribed to these presents, and have caused my seal of office to be affixed thereto.

THUS DONE AND EXECUTED at the office of the REGISTRAR OF DEEDS at PRETORIA

on

2019-08-21



In my presence,



REGISTRAR OF DEEDS

"CI"



Our Reference: 46001327784

Date: 02/07/2021

Attorney Name: Van Heerden's Inc

To Whom It May Concern

CERTIFICATE OF BALANCE

Bond Account Number:	8003862508001
Name of Bond Holder(s):	MISS L AND MRS M MASHOLOGU

Loan Account in the name of the above mentioned borrower is indebted to the Bank in terms of a loan secured by a mortgage bond over PTN 15 OF ERF 1038 EQUEST RIA EXT 155 PRETORIA for the amount of R1850544.60 , which includes arrears of R74430.30 plus **interest on the sum of R 1850544.60 calculated at the rate of 6.05% per annum, compounded monthly in arrear from the 01st of July 2021 to date of final payment, both days inclusive (being the base rate of 7.00% as at 01st of July 2021 less -0.95%), which indebtedness is currently owing, due and payable.**

SIGNATURE

MANAGER

Please contact:
MR P LEOLO
0861100 033

Collections and Recoveries | Professional Banking and Small Business Services

NEDBANK PROFESSIONAL BANKING & SMALL BUSINESS SERVICES 135 RIVONIA ROAD, BLOCK H, | 6TH FLOOR, SANDOWN, SANDTON. POSTAL SAME AS STREET ADDRESS. 2196
Tel 0861100033

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana EM Kruger RAG Leith PM Makwana Prof T Marwala L Makalima
Dr MA Matoane MH Davis (Chief Financial Officer) MC Nkuhlu (Chief Operating Officer) S Subramoney
Company Secretary: J Katzin 26.05.2021

see money differently

NEDBANK

"C2"

List Transactions

Back to: Router Accounts

Explore To

Flexible Instalment Plans Monitor Overdraft Plans View Router Account Diary Transactions

Date From: MM/dd/yyyy

Order By: loadedDM - most recent

Order

Reset

There are 10 entries in this collection

	Loaded DM	Loaded Host	Posting category code	Transaction type code	Description	Amount	Balance
←	03/04/2021	03/04/2021	PAY	<u>008</u>	DebiCheck	(12,405.05)	1,823,1
←	01/29/2021	01/29/2021	PAY	<u>019</u>	Naedos Payment	(12,405.05)	1,817,1
←	01/02/2021	01/02/2021	PAY	<u>082</u>	Debit/return stop order trans	12,405.05	1,817,1
←	01/02/2021	12/28/2020	PAY	<u>010</u>	Payment - Transaction code	(12,405.05)	1,817,1
←	01/02/2021	11/25/2020	PAY	<u>010</u>	Payment - Transaction code	(12,405.05)	1,817,1
←	01/02/2021	10/26/2020	PAY	<u>010</u>	Payment - Transaction code	(12,405.05)	1,817,1
←	01/02/2021	09/25/2020	PAY	<u>010</u>	Payment - Transaction code	(12,405.05)	1,817,1
←	01/02/2021	08/25/2020	PAY	<u>010</u>	Payment - Transaction code	(12,404.65)	1,817,1
←	01/02/2021	07/25/2020	PAY	<u>010</u>	Payment - Transaction code	(12,640.31)	1,817,1
📄	01/02/2021	01/02/2021	APR	<u>101</u>	Take on Principal	1,817,541.18	1,817,1

"D"



CERTIFICATE

Version No.
Our Reference:
Date:

LRRBOC
46001327784
02/07/2021

I, MR P LEOLO (Recoveries Officer) certify that:

1. I am employed by Nedbank Limited (the Bank). As part of my duties I attended to the affairs of MISS L AND MRS M MASHOLOGU, ('the client') account number 8003862508001, in terms of a credit agreement HOMELOAN ('the agreement') with the Bank.
2. The client has been in default for 20 (TWENTY) business days or more in regards to his obligations under the agreement.
3. A notice in terms of section 129(1) of the National Credit Act no 34 of 2005 ('the Act') was delivered to the client on . At least 10 (TEN) business days have elapsed since the Bank delivered the notice to the client ('the notice').
4. The client has not responded to the notice. / The client has responded to the notice by rejecting the Bank's proposals.
5. To the best of my knowledge there is no matter arising under the agreement that is pending before the National Credit Tribunal ('the Tribunal') which could result in an order affecting the issues to be determined by the court.
6. The Bank has not approached the court in this matter:
 - 6.1. during the time that the matter was before a debt counsellor, alternative dispute resolution agent, consumer court or a bank ombudsman;
 - 6.2. despite the client having:
 - 6.2.1. surrendered any property to the Bank in terms of section 127 of the Act and before the property has been sold;
 - 6.2.2. agreed to a proposal made in terms of the section 129 notice and acted in good faith in fulfilment of the agreement;
 - 6.2.3. complied with an agreed plan as contemplated in section 129(1)(a); or
 - 6.2.4. brought the payments under the agreement up to date as contemplated in section 129(1)(a) of the Act.
7. No disputes exist in respect of entries made as contemplated in section 111 of the Act, alternatively if a dispute existed the Bank complied with section 111(2)(b)(i). The Bank explained / reversed the entry. Such dispute is not under alternative dispute resolution procedures or before the Tribunal.
8. I respectfully submit that the Bank is entitled to approach the court for an order to enforce the agreement.

SIGNATURE

MANAGER

Please contact:
MR P LEOLO
0861100 033

Collections and Recoveries | Professional Banking and Small Business Services

NEDBANK PROFESSIONAL BANKING & SMALL BUSINESS SERVICES 135 RIVONIA ROAD, BLOCK H, | 6TH FLOOR, SANDOWN, SANDTON. POSTAL SAME AS STREET ADDRESS. 2196
Tel 0861100033

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana EM Kruger RAG Leith PM Makwana Prof T Marwala L Makalima
Dr MA Matooane MH Davis (Chief Financial Officer) MC Nkuhlu (Chief Operating Officer) S Subramoney
Company Secretary: J Katzin 26.05.2021

see money differently

NEDBANK

"EI"



MISS L AND MRS M MASHOLOGU
UNIT 34 CRAYDEN VILLAS FURROW ROAD
EQUESTRIA
PRETORIA
0002

06/05/2021
Version no: LPHFDL

Dear Client,

Final demand and provision of adverse credit information

Notice of default in terms of section 129(1) of the National Credit Act

Nedbank home loan account: 8003862508001
Agreement: HOMELOAN
Total arrears: R49620.20
Monthly instalment: R12405.05

You have defaulted on your agreement by being in arrears to **the amount of R1830940.64**. This amount, **plus interest of 6.05% a year**, calculated as explained in your home loan agreement, is due and payable and we demand immediate payment of your liability.

We strongly suggest that you contact a debt counsellor (see contact details below), dispute resolution agent, consumer court or bank ombudsman with a view to resolving any dispute under the agreement or developing and agreeing to a plan to bring the payments under the agreement up to date.

Even once legal action has been taken, you may at any time before we cancel the agreement remedy a default by paying us everything you owe us, including default charges and the reasonable costs of enforcing the agreement up to the time of reinstatement.

Please note that we are entitled to approach the court for an order to enforce the agreement if you are in default for at least 20 business days and you have not responded to the notice or have rejected our proposals within 10 business days after we have delivered this notice to you.

Important: If action is instituted and judgment obtained against you, execution against your property may follow and this may lead to your eviction.

In accordance with your credit agreement you will be liable for any legal costs incurred in pursuing the outstanding balance because of your failure to settle your arrears, which legal costs can be taxed on request. If the taxed legal costs are higher than the fees prescribed by the High Court, you will be liable for the higher amount.

Please remember that if you do not settle the arrears, your homeowner's insurance or loan protection insurance policies will be cancelled. Should you wish to continue paying the premiums in respect of these policies, you can call Nedgroup Insurance Company Limited on 031 820 5410 or send an email to ncchocleads@nedbank.co.za to make the necessary arrangements.

You need to act on this notice as a matter of extreme urgency. Please note that you will be liable for **the cost of this notice, which is R115,00 (VAT inclusive)**.

Collections and Recoveries | Professional Banking and Small Business Services

NEDBANK PROFESSIONAL BANKING & SMALL BUSINESS SERVICES 135 RIVONIA ROAD, BLOCK H, | 6TH FLOOR, SANDOWN, SANDTON. POSTAL SAME AS STREET ADDRESS. 2196
Tel 0861100033

Nedbank Limited Reg No 1951/000009/06, VAT Reg No 4320116074, Nedbank 135 Rivonia Campus, 135 Rivonia Road, Sandown, Sandton, 2196, South Africa.

Directors: V Naidoo (Chairman) MWT Brown (Chief Executive) HR Brody BA Dames NP Dongwana EM Kruger RAG Leith PM Makwana Prof T Marwala L Makalima
Dr MA Matoane MH Davis (Chief Financial Officer) MC Nkuhlu (Chief Operating Officer) S Subramoney IG Williamson
Company Secretary: J Katzin 01.10.2020

see money differently

NEDBANK

Notice of intention to supply adverse information to a credit bureau

Notice is hereby given of our intention to supply adverse information, as defined in the National Credit Act, 34 of 2005 (NCA), in respect of your non-payment or negative payment performance in relation to your account and in respect of the total outstanding debt of the agreement to a credit bureau.

Please be advised that, in terms of regulations 19(4)(a) and (b) of the NCA, adverse information includes:

- (a) adverse classifications of consumer behaviour, which are subjective classifications of consumer behaviour and include classifications such as 'delinquent', 'default', 'slow-paying', 'absconded' or 'not contactable'; and
- (b) adverse classifications of enforcement action, which are classifications related to enforcement action taken by the credit provider, including classifications such as 'handed over for collection or recovery', 'legal action' or 'write-off'.

If you have already paid the amount on your home loan account, please call us on 0908 so that we can update our records.

If you can no longer afford your home, you should seriously consider the Nedbank-assisted Sales programme. This programme works as follows:

- You sign a mandate with us to give us the necessary authority to market your home.
- The property is put on the market for 90 days.
- We accept a purchase price you have agreed to.

If this sounds like the answer you've been waiting for or if you have any questions, give us a call on **0908** or send an email to **NASEnquiries@nedbank.co.za**. We're ready to help.

Contact details of the National Credit Regulator

ShareCall: 0860 627 627
Physical address: 127 15th Avenue, Randjiespark, Midrand
Webpage: <http://www.ncr.org.za/>

Yours faithfully



Nedbank Collections

Please contact:
MR LN SITHOLE
0861100 033

List of REGISTERED LETTERS
Lys van GEREGISTREERDE BRIEWE
(with an insurance option/met 'n versekeringsopsie)

Full tracking and tracing/Volledige volg en spoor



Name and address of sender: 2021/05/13 Charmaine
 Naam en adres van afseender: 2021/05/13 Charmaine

Enquiries/Navrae
 Sharecall
 number/nommer
0860 111 502
 www.postoffice.co.za

No	Name and address of addressee Naam en adres van geadresseerde	Insured amount Versekerde bedrag	Insurance fee Versekeringsgeld	Postage Postgeld	Service fee Diensgeld	After Track and Trace customer copy Flak Volg-en-Spoor-Kliëntalskrif
1	J FOURIE 405 WELGELEGEN 46 BEACH ROAD STRAND 7140					U 292 255 203 ZA
2	MISS L AND MRS M MASHOLOGU UNIT 34 CRAYDEN VILLAS FURROW ROAD EQUESTRIA PRETORIA 2				U 292 255 217 ZA	
3	ANGIKA PRPERTY INVESTMENT PT 26 TECOMA PLACE COUNTRY VIEW MIDRAND 1682					U 292 255 185 ZA
4	S MAHARAJ 20 GLASTONBURY AVENUE SOMERSET PARK 4319					U 292 255 194 ZA
5	ZAROUDOUKAS FAMILY TRUST IT153 15 MILKWOOD DRIVE ZIMBALI LODGE 4422					U 292 255 163 ZA
6	SG MAJAWA 8 POINSETTIA STREET ESTERPARK EXT 1 1619					U 292 255 177 ZA
7	GDM DUBE 43 MELODIE PLOT HARTBEESPOORT HARTBEESPOORT 216					U 292 255 146 ZA
8	KP SELEMELA PTN 179 OF ERF 19 TIRONG PRINCESS STREET TIRONG KYA SANDS 2169					U 292 255 937 ZA
9	KHESWA GE AND EM 34 VAN MANEN STREET ELARDUSPARK EXT 11 181					U 292 255 906 ZA
10	KP SELEMELA PTN 179 OF ERF 19 TIRONG PRINCESS STREET TIRONG KYA SANDS 2169					U 292 255 910 ZA
Total Totaal		R	R	R	R	

Number of letters posted
 Getal briewe gepos

Signature of client

Handtekening van klient

Signature of accepting officer

Handtekening van aanneembeampte

The value of the contents of these letters is as indicated and compensation is not payable for a letter received in an emergency. Compensation is limited to R100 000. No compensation is payable without documentary proof.

For an insurance of up to R200 000 is available and applies to registered insured letters only.



1
E2



VHI
ATTORNEYS

Attorneys, Conveyancers & Notaries | 1996/000592/21

I@CONSULTING BUILDING, BLOCK@ NATURE, BLOCK B 2ND FLOOR
472 BOTTERKLAPPER STREET, DIE WILGERS, PRETORIA
DOCEX 19, PRETORIA
TEL: (012) 111 0121
FAX: 086 657 0453
E-MAIL: pay2@vhillaw.co.za

OUR REFERENCE	GN3264
DATE	5 July 2021

**LINDIWE MASHOLOGU
& MAMOTEANE MASHOLOGU
15 ROBBINS PLACE
CNR FURROW ROAD AND GLEN AVENUE
EQUESTRIA
0184**

PER REGISTERED POST

Dear L MASHOLOGU & M MASHOLOGU

RE: NOTICE IN TERMS OF SECTION 129(1) OF THE NATIONAL CREDIT ACT 34 OF 2005 (NCA)

Home loan account number: 8003862508001
Agreement: Home loan
Total arrears: R74 430.30
Monthly instalment: R1,850,544.60

We confirm that you are in default of the terms of your agreement in that, on the date hereof, the amount of **R74 430.30** plus interest of **6.05%**, calculated from the date hereof to the date of payment, both days inclusive, is due and payable and has not yet been paid ('the default'). We herewith demand immediate payment of your liability.

We propose that you refer the agreement to a debt counsellor (see contact details below), dispute resolution agent, consumer court or bank ombudsman with a view to resolving any dispute under the agreement or developing and agreeing to a plan to bring the arrear payment under the agreement up to date.

You are entitled at any time, before we may cancel the agreement, to reinstate the agreement by paying to us all amounts that are overdue, together with our default charges and the reasonable costs of enforcing the agreement, up to the time of reinstatement.

Please note that we are entitled to approach the court for an order to enforce the agreement if you are in default for at least 20 business days and if 10 business days have elapsed since we have delivered this notice to you and you have not responded to the notice or have rejected our proposals.

Please note that if action is instituted and judgment obtained against you, execution against your property may follow and this may lead to your eviction.

In accordance with your credit agreement you will be liable for any legal costs incurred in pursuing the outstanding balance because of your failure to settle your arrears, which legal costs can be taxed on request. If the taxed legal costs are higher than the fees prescribed by the High Court, you will be liable for the higher amount.

In terms of section 129(3) of the National Credit Act, 34 of 2005 ('NCA'), once legal action has been instituted, the loan agreement can only be reinstated if the full arrears amount, including interest and legal costs to recover the arrears, is settled.

It is important to bear in mind that your failure to settle the arrears will result in the cancellation of your homeowner's insurance/loan protection insurance policies. Should you wish to continue paying the premiums in respect of these policies, you can call Nedgroup Insurance Company Limited on 031 820 5410 or send an email to ncchocleads@nedbank.co.za to make the necessary arrangements.

You need to act on this notice as a matter of extreme urgency. If you have any additional queries regarding this matter, please do not hesitate to call us on the number provided above. Please note that you will be liable for the cost of this notice, which is **R115,00 (VAT inclusive)**.

Notice of intention to supply adverse information to a credit bureau in terms of regulation 19(4) of the regulations under the NCA

Notice is hereby given of our intention to supply adverse information, as defined in the NCA, in respect of your non-payment or negative payment performance in relation to your account and in respect of the total outstanding debt of the agreement to a credit bureau.

Please be advised that, in terms of regulations 19(4)(a) and (b) of the regulations promulgated in terms of the NCA, adverse information includes:

- (a) adverse classifications of consumer behaviour, which are subjective classifications of consumer behaviour and include classifications such as 'delinquent', 'default', 'slow-paying', 'absconded' or 'not contactable'; and
- (b) adverse classifications of enforcement action, which are classifications related to enforcement action taken by the credit provider, including classifications such as 'handed over for collection or recovery', 'legal action' or 'write-off'.

If you are unable to meet the requirements of this final demand, you must contact us urgently on the number provided, and we will do all we can to help you resolve this matter.

If you have already paid the amount on your home loan account, please call us on 086 1100 033 so that we can update our records.

If you can no longer afford your home, consider the Nedbank-assisted Sales programme. This programme works as follows:

- You sign a mandate with us to give us the necessary authority to market your home.
- The property is put on the market for 90 days.
- We accept a purchase price you have agreed to.

If this sounds like the answer you've been waiting for, give us a call on **0861 100 033** or send an email to **NASEnquiries@nedbank.co.za**. We're ready to help.



ORIGINAL

Our Ref: H2107/5860

Case No: NONE

In the case between:

NEDBANK LTD
and
MASHOLOGU L (1ST)

PLAINTIFF

DEFENDANT

Address as specified:

15 ROBBINS PLACE, CNR FURROW & GLEN AVENUE, EQUESTRIA

LETTER OF DEMAND IN TERMS OF SECTION 129

RETURN OF SERVICE

On 28th day of July 2021 at 09:56 at 15 ROBBINS PLACE, CNR FURROW & GLEN AVENUE, EQUESTRIA being the residential address of **MASHOLOGU L (1ST)** I duly served a copy of the **LETTER OF DEMAND IN TERMS OF SECTION 129** upon **MRS MASHOLOGU (MOTHER)** after the email copy was shown and the nature and contents thereof explained. The said person who is apparently older than sixteen years of age and apparently in charge at the given address accepted copies of the document in the temporary absence of the **1ST DEFENDANT**. [Rule 4(1)(a)(ii)].

DEPUTY SHERIFF: J M LETOABA

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To:

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495

Your reference: GN3264



LBD22654645

DESCRIPTION OF FEES	FEES
Service	70.50
Travelling	90.00
Urgent	235.00
Post and Petties (docex)	10.00
Email Received and Print	39.00
Photocopies	24.00
Email Return of Service	19.00
Registration	11.00
Return & Copy	42.50

Sub-total Fees	541.00
Plus VAT	81.15
TOTAL OWING	R 622.15

Invoice No: 268006

My VAT No: 4790168993

Invoice issued on 29-Jul-2021.



ORIGINAL

Our Ref: H2107/5861

Case No: NONE

In the case between:

NEDBANK LTD
and
MASHOLOGU M (2ND)

PLAINTIFF

DEFENDANT

Address as specified:
15 ROBBINS PLACE, CNR FURROW & GLEN AVENUE, EQUESTRIA

LETTER OF DEMAND IN TERMS OF SECTION 129**RETURN OF SERVICE : PERSONAL**

On 28th day of July 2021 at 09:56 at 15 ROBBINS PLACE, CNR FURROW & GLEN AVENUE, EQUESTRIA being the residential address of **MASHOLOGU M (2ND)** I duly served a copy of the **LETTER OF DEMAND IN TERMS OF SECTION 129** upon the **DEFENDANT** personally after the email copy was shown and the nature and contents thereof explained to the said person. [RULE 4(1)(a)(i)].

DEPUTY SHERIFF: J M LETOABA

From: Sheriff
C.F. NEL
POSBUS/PO BOX 714
DOCEX 147, PRETORIA
PRETORIA. 0001
Tel: 012 342 7240
Fax: 012 342 7239
Email: maggys@shefeast.co.za

Account info for bank deposits/transfers:
ABSA BANK (VERMEULEN STREET)
Name: C.F. NEL (BESIGHEID)
No. 4050053322

To:

VHI ATT (DOCEX)
DOCEX 19 PRETORIA
DIE WILGERS

Your VAT No:

Account No: 495
Your reference: GN3264

DESCRIPTION OF FEES	FEES
Service	70.50
Travelling	90.00
Email Return of Service	19.00
Registration	11.00
Return & Copy	42.50
Sub-total Fees	233.00
Plus VAT	34.95
TOTAL OWING	R 267.95
Invoice No: 268007	My VAT No: 4790168993
Invoice issued on 29-Jul-2021.	

21 July 2021

TO WHOM IT MAY CONCERN

CONFIRMATION OF REGISTRATION: NEDBANK LIMITED

This serves to confirm that **NEDBANK LIMITED**, registration number **1951/000009/06** is a registered credit provider (**NCRCP16**). The registrant has paid registration renewal fees in full for the period 1 August 2021 to 31 July 2022.

For further information or clarification, please contact Tumelo Xhati on telephone number 011 554 2806 or email txhati@ncr.org.za

Yours sincerely,


Zolile Mngqundamiso
Manager: Registration Department



National Credit Regulator

CREDIT PROVIDER CERTIFICATE

CERTIFIED A TRUE COPY
OF THE ORIGINAL DOCUMENT

Nedbank Limited

Reg No. 1951/000009/06

SANDOWN

Signature

28/07/2021
Date

THIS IS TO CERTIFY THAT:
NEDBANK LIMITED

1951/000009/06

National Credit Regulator

NCRCP16

National Credit Regulator

Nedbank Limited
Reg No 1951/000009/06
SANDOWN

28 JUL 2021

CLIENT COACH
16 - 99 - 45

Nedbank - Head Office- Sandton 135 Rivonia Road

(Name of branch)

HAS BEEN REGISTERED AS A
CREDIT PROVIDER

IN TERMS OF SECTION 40

OF THE NATIONAL CREDIT ACT 34 OF 2005, AS AMENDED

AND IN TERMS OF SECTION 41 OF THE ACT,
REGISTERED TO PROVIDE DEVELOPMENTAL CREDIT



01 August 2021

31 July 2022

219139