**Direction and Authority**

**To: BC Invest Loans Pty Ltd and its solicitors Astill Cronin Lawyers**

**Borrower:** <<Bordetallnames>>

**Mortgaged Property:** <<Propdetallsecadd>>

Application Number: <<ApplicationNumber>>

Loan Number: <<LOANNUMBER>>

**Direction and Authority**

**Astill Cronin Lawyers** is authorised and directed:

1. To make the payments as set out in the Schedule to this Direction and Authority and to pay the Indicative Funds Available as advised by me/us, my/our legal practitioner or conveyancer. Where there are two or more of us, any one of us or my/our legal practitioner or conveyancer may give a written or verbal direction as to how the Indicative Funds Available are to be paid.
2. To deduct from money held in trust the amount of their professional fees, all proper outlays, fees and charges (including taxes) in connection with this loan, settlement or any payment to be made in connection with this loan and all other money necessary to complete this transaction.
3. To complete or correct the details of all title particulars and any misspelling of any of our names on, and make any other changes to, the Mortgage of Land and any other documents relating to this transaction in order to effect stamping and registration, and to sign any relevant form relating to those changes.
4. To contact the relevant local authorities to ascertain the current status of the rates and charges payable in respect of the Mortgaged Property.

**Undertaking**

I/we undertake:

1. To do all things necessary to comply with any requisitions raised relating to stamping and registration of the Mortgage of Land and any other document relating to this transaction within seven (7) days of receipt of any such request.
2. To pay any additional costs associated with settlement of the transaction and/or stamping and registration of the Mortgage of Land and any other document relating to this transaction.

**Acknowledgement**

I/we acknowledge:

1. Interest shall accrue from the date funds are allocated for my loan, irrespective of when settlement occurs.
2. I/we will be charged a bank cheque fee of $12.00 for each bank cheque drawn at the request of my legal practitioner or conveyancer and this fee will be deducted from the Indicative Funds Available and for any other bank cheque that may be required to effect registration of the Mortgage of Land and any other document relating to this transaction.
3. I/we will be changed an out of office settlement fee of $165.00 (GST inclusive) plus agent’s fee (at cost) if settlement is required to be effected via paper.

|  |  |  |
| --- | --- | --- |
| Executed by the Borrower (in its capacity as trustee for any trust of which it is trustee) by either (1) affixing its common seal in the presence of two directors or a director and a secretary or (2) causing the document to be signed by two directors or a director and a secretary |  | /signature1/  Signature of Director  **<<Guarantor2Fullname>>**  Name of Director  /signature2/  <<cs\_{guarantor\_3\_name != null}>>  Signature of Director  **<<Guarantor3Fullname>>**  Name of Director  <<es\_>> |
|  |  |  |

|  |  |  |
| --- | --- | --- |
| Executed by the Mortgagor & Guarantor (in its capacity as trustee for any trust of which it is trustee) by either (1) affixing its common seal in the presence of two directors or a director and a secretary or (2) causing the document to be signed by two directors or a director and a secretary |  | /signature1/  Signature of Director  **<<Guarantor2Fullname>>**  Name of Director  /signature2/  <<cs\_{guarantor\_3\_name != null}>>  Signature of Director  **<<Guarantor3Fullname>>**  Name of Director  <<es\_>> |

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Guarantor:  **<<Guarantor2Fullname>>**  /signature1/  ……………………………………  Signature |  | <<cs\_{guarantor\_3\_name != null}>>  Name of Guarantor:  **<<Guarantor3Fullname>>**  /signature2/  ………………………………..  Signature  <<es\_>> |  |

**Direction and Authority – Schedule**

**Borrower:** <<Bordetallnames>>

**Mortgaged Property:** <<PROPDETALLSECADD>>

Application Number: <<ApplicationNumber>>

Loan Number: <<LOANNUMBER>>

|  |  |  |  |
| --- | --- | --- | --- |
| **Amount of Credit** |  |  | **$<<{numFormat(ADVANCEAMOUNT, '#,##0.00')}>>** |
| **<<$totalFees=0>>** |  |  |  |
| **To:** | **Lender** |  |  |
|  | Application Fee | $<<{numFormat(app\_fee, ‘0.00’)}>> |  |
|  | Valuation Fee | $<<{numFormat(valuation\_fee, ‘0.00’)}>> |  |
|  | Settlement Fee | $<<{numFormat(settlement\_fee, ‘0.00’)}>> |  |
|  | Lender Protection Fee | $<<{numFormat (lender\_protection\_fee,’0.00’)}>> |  |
|  | Annual Package Fee | $395.00 |  |
|  | Documentation Fee | $<<{numFormat (documentation\_fee,’0.00’)}>> |  |
|  | Trust Deed Review Fee | $<<{numFormat (trust\_deed\_review\_fee, ‘0.00’)}>> |  |
|  | Sundry Fee | $<<{numFormat(sundry\_fee,’0.00’)}>> |  |
|  | Search fees | $<<{numFormat(search\_fee,’0.00’)}>> |  |
|  | <<$totalFees={$totalFees + app\_fee + valuation\_fee + settlement\_fee + lender\_protection\_fee + documentation\_fee + trust\_deed\_review\_fee + sundry\_fee + search\_fee + 395}>> |  |  |
|  |  |  |  |
| **To:** | **Government fees and other charges** |  |  |
|  | **<<cr\_{property\_state = NSW}>>** |  |  |
|  | Mortgage of Land | $210.30 |  |
|  | Discharge of Mortgage | $210.30 |  |
|  | **PEXA Fees** | $70.18 |  |
|  | **<<$totalFees={$totalFees + 210.30 + 210.30 + 70.18 }>>** |  |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = VIC}>>** |  |  |
|  | Discharge of Mortgage | $125.70 |  |
|  | Mortgage of Land | $125.70 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 125.70 + 125.70 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = QLD}>>** |  |  |
|  | Discharge of Mortgage | $238.14 |  |
|  | Mortgage of Land | $238.14 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 238.14 + 238.14 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = SA}>>** |  |  |
|  | Discharge of Mortgage | $198.00 |  |
|  | Mortgage of Land | $198.00 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 198 + 198 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = WA}>>** |  |  |
|  | Discharge of Mortgage | $216.60 |  |
|  | Mortgage of Land | $216.60 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 216.60 + 216.60 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = ACT}>>** |  |  |
|  | Discharge of Mortgage | $172.00 |  |
|  | Mortgage of Land | $172.00 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 172 + 172 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = TAS}>>** |  |  |
|  | Discharge of Mortgage | $202.46 |  |
|  | Mortgage of Land | $163.30 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 202.46 + 163.30 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **<<cr\_{property\_state = NT}>>** |  |  |
|  | Discharge of Mortgage | $176.00 |  |
|  | Mortgage of Land | $176.00 |  |
|  | PEXA fees | $70.18 |  |
|  |  | **<<$totalFees={$totalFees + 176 + 176 + 70.18}>>** |  |
|  | **<<er\_>>** |  |  |
|  | **Total Ascertainable Fees:** | **$<<{numFormat($totalFees, '#,##0.00')}>>** |  |
| **Indicative Funds Available:** | | **$<<{numFormat(ADVANCEAMOUNT - $totalFees, '#,##0.00')}>>** |  |

I/we understand that surplus funds will be automatically credited to my/our Loan Account. I/we understand that if surplus funds are credited to my/our Loan Account the surplus funds may not be redrawn.

|  |  |  |
| --- | --- | --- |
| Executed by the Borrower (in its capacity as trustee for any trust of which it is trustee) by either (1) affixing its common seal in the presence of two directors or a director and a secretary or (2) causing the document to be signed by two directors or a director and a secretary |  | /signature1/  Signature of Director  **<<Guarantor2Fullname>>**  Name of Director  /signature2/  <<cs\_{guarantor\_3\_name != null}>>  Signature of Director  **<<Guarantor3Fullname>>**  Name of Director  <<es\_>> |

|  |  |  |
| --- | --- | --- |
| Executed by the Mortgagor & Guarantor (in its capacity as trustee for any trust of which it is trustee) by either (1) affixing its common seal in the presence of two directors or a director and a secretary or (2) causing the document to be signed by two directors or a director and a secretary |  | /signature1/  Signature of Director  **<<Guarantor2Fullname>>**  Name of Director  /signature2/  <<cs\_{guarantor\_3\_name != null}>>  Signature of Director  **<<Guarantor3Fullname>>**  Name of Director  <<es\_>> |

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Guarantor:  **<<Guarantor2Fullname>>**  /signature1/  ……………………………………  Signature |  | <<cs\_{guarantor\_3\_name != null}>>  Name of Guarantor:  **<<Guarantor3Fullname>>**  /signature2/  ………………………………..  Signature  <<es\_>> |  |