

BELASBAAR
RATED

VERBAND MORTGAGED

vir 50 000,00 (met voorkeur vir 'n
for R. (with preference for an

verdere bedrag nie te boeiende
additional amount not exceeding R.

VERBAND BOND No. 16311/87

Aktekantoor Deeds Office Pietermaritzburg
Asst. Registrar van Aktes Asst. Registrar of Deeds

1987-08-15

BC 18166/92

GEKANSELLEER
CANCELLED

REGISTRATEUR/REGISTRAR

22/10/86

VIR ENDOSSEMENTE KYK BLADSY
FOR ENDORSEMENTS SEE PAGE 18 ET SEQ.

T 21368/86

DEED OF TRANSFER

Cox, Yeats & Partners
Attorneys, Notaries &
Conveyancers,
300 Smith Street,
DURBAN

Prepared by me :
[Signature]
Conveyancer
VAN ZYL E.M.L.

BE IT HEREBY MADE KNOWN

THAT

ADRIAN WALTER STOWELL

appeared before me, the Registrar of Deeds for the Province of Natal, at Pietermaritzburg, he, the said Appearer, being duly authorised thereto by a Power of Attorney granted to him by :

PATRICIA KATHLEEN JOAN BLANKE
Identity Number 300111 0028 00 3
married out of community of property
with the exclusion of the marital
power

dated the 23rd day of September, 1986, and signed at DURBAN.

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VERBIND		MORTGAGED	
VIR FOR R 500 000,00		BC	
B 21585/92		GEKANSELLEER CANCELLED	
92 06 26		REGISTRATEUR/REGISTRAR	
		REGISTRATEUR/REGISTRAR 2001-03-12	

ENDOSSEMENT KRAGTENS ARTIKEL 43 VAN WET 9 VAN 1927	ENDORSEMENT IN TERMS OF SECTION 43 OF ACT 9 OF 1927
DIE BESKRYWING/GROOTTE VAN DIE BINNEGEMELDE EIENDOM IS GEWYSIG OM TE LEES:	THE DESCRIPTION/EXTENT OF THE WITHINMENTIONED PROPERTY HAS BEEN AMENDED TO READ:
Lot 1771 Durban North	
REGISTRATION DIVISION REGISTRASIE AFDELING	F U
92 06 26	REGISTRATEUR/REGISTRAR

VERBIND		MORTGAGED	
VIR FOR R 170 000,00		BC	
B 12799/98		GEKANSELLEER CANCELLED	
03 06 98		REGISTRATEUR/REGISTRAR	
		REGISTRATEUR/REGISTRAR 2001-03-12	

AND the said Appearer declared that the said PATRICIA KATHLEEN JOAN BLANKE had on the 12th day of September, 1986, truly and legally sold the hereinafter described property,

and that the said Appearer in his capacity aforesaid did by these presents cede and transfer in full and free property to and on behalf of:

MARK LEWIS ADDISON

IDENTITY NUMBER 561117 5033 00 9

married out of community of property

- a member of the WHITE GROUP

his heirs, executors, administrators or assigns, the following property, namely :

LOT 297 of LOT NO. 1547, situate
in the City of Durban, Administrative
District of Natal, in extent ONE
THOUSAND EIGHT HUNDRED AND FOUR (1 804)
square metres;


WHITE GROUP
BLANKE GROEP

First transferred by Deed of Transfer No. T 2564/1939 with Diagram S.G. No. 1016/1939 annexed thereto, and held by Deed of Transfer No. T 7252/1956;

THIS PROPERTY IS TRANSFERRED:

- A. Subject to the conditions of the original Government Grant No. 1547, insofar as these are now applicable;
- B. With the benefit of the use of the roads 24,38 metres, 12,19 metres and 9,14 metres wide over the Remainder of Lot 14 No. 1547 as shown on the enlarged plan annexed to the Diagram of the said Remainder, as created in Deed of Transfer No. T 2564/1939;

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KRAËTENS DIE BEPALINGS VAN ARTIKEL VAN WET IS DIE BEPERKINGS VERVAT IN VOORWAARDE OP BLADSY NIE MEER VAN TOEPASSING NIE.	BY VIRTUE OF THE PROVISIONS OF SECTION 28 OF ACT 101/69 THE RESTRICTIONS CONTAINED IN CONDITION B(c) ON PAGE 3 HAVE CEASED TO APPLY.
BC	
03 06 98	

REGISTRAR

SUBJECT to the following special conditions, as created in Deed of Transfer No. T 2564/1939, which read as follows :

- (a) The property hereby transferred shall not be subdivided and there shall not be erected thereon more than one dwelling house with the necessary outbuildings and accessories.
- (b) Any dwelling house erected on the property hereby transferred shall be used solely for the purpose of a private dwelling and shall not be let out or be used in separate portions or at all as flats, a boarding house, separate residences or dwellings, private hotel or anything whatsoever of a like nature.
- (c) Neither the property hereby transferred nor any dwelling or erection thereon shall be used either in whole or in part for the purpose of carrying on any business, trade, industry, vocation or calling.
- (d) All buildings or erections on the property hereby transferred shall be of good quality, design and construction and shall be erected in brick, stone or concrete and not otherwise.
- (e) The Transferee shall not use or suffer to be used the property hereby transferred or any portion thereof or any buildings or erections thereon for the purpose of advertising or displaying any advertisement.
- (f) Neither the property hereby transferred nor any right, interest, tenancy or term therein or thereover nor the use or occupation thereof, nor any servitude thereover, shall be sold, mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held used, occupied or enjoyed by any Asiatic, Native or other coloured person whomsoever, or to or by the ascendant, husband, wife, child or descendant of an Asiatic, Native or any other coloured person, or to or by any company, firm partnership or voluntary association in which any of the foregoing persons has any interest, direct or indirect, nor shall the Transferee or any other person holding through or after him, nor any person holding any right, interest, tenancy or term in or over the said property, or any person having the use or occupation thereof, or any servitude thereover, suffer or permit the said property or any interest therein to be sold mortgaged, pledged, granted, transferred, donated, bequeathed, let, permitted or otherwise passed over to or held, used, occupied or enjoyed by any of the foregoing persons, companies, firms, partnerships or voluntary associations, the intent and meaning of these presents being that no person other than a European of European descent, shall have any right, interest, tenancy, or term in or over the said property or any part thereof or any interest of any kind

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whatsoever therein or shall use, occupy or enjoy, or be permitted to use, occupy or enjoy the said property or any interest therein or any servitude thereover. Provided, however, that nothing herein contained shall prevent the housing on the said land of persons other than Europeans who are bona fide employed by the owner or occupier merely as domestic servants on the said land. Any reference in this sub-section to the property hereby transferred shall be deemed to include any part of such property.

The above condition shall apply except insofar as it shall have lapsed by reason of Section 28 of Act 101 of 1969.

- (g) The foregoing conditions shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties or any portion thereof all situated near the North bank of the River Umgeni, Victoria County, Natal, namely:-
- (i) Remainder of Portion B, Remainder of Portion 9, Portion Y all of Lot No. 2 and the Remainder of the said Lot 2.
 - (ii) Subdivision 1 of Lot D, Subdivision A of Subdivision E, Remainder of Subdivision E, Subdivision F, Subdivision G, and Subdivision I, all of the Government Lot 12.
 - (iii) Subdivision B, Subdivision 1 of Lot C, Remainder of Subdivision C, Subdivision D, all of Government Lot 13 and the Remainder of the said Government Lot 13.
 - (iv) The Government Lot No. 14.
 - (v) Subdivision A and the Remainder of the Government Lot 15.
 - (vi) The Government Lot No. 16.
 - (vii) Subdivision J, Subdivision K and Subdivision marked EE, all of Lot 12 and Subdivision H being the remaining portion of Lot 12.
- (h) And upon a breach of any of the foregoing conditions each and every owner from time to time of the aforementioned property or any part thereof shall be entitled and is hereby irrevocably authorised and empowered by the said Transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the foregoing special conditions and servitudes.

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The word "owner" mentioned in the preceding clause shall be deemed to include each and every registered owner of land whose Deed of Transfer contains conditions similar to the foregoing conditions.

- D. SUBJECT also to the following further special conditions, created in said Deed of Transfer No. T 2564/1939 :-
- (a) No building or erection shall be placed on the said land within 7,62 metres of the boundary line of any road upon which the property hereby transferred abuts without the consent in writing of Durban North Estates Limited first had and obtained.
 - (b) No buildings or erections shall be placed on the land hereby transferred until plans and location of the same have been submitted to and approved by Durban North Estates Limited who shall bona fide consider the same and no such buildings or erections shall be made in conflict with any such plans.
 - (c) In particular adequate sanitary conveniences shall in each case be erected or provided for on the property if any building or erection intended for human habitation or use is placed thereon and shall be of the nature and type approved by Durban North Estates Limited and no building or erection for sanitary purposes shall be made on the property except in the manner and to the design approved by Durban North Estates Limited.
 - (d) All roofs must be of tiles unless Durban North Estates Limited in their discretion agree otherwise.
 - (e) The Transferee shall fence or hedge the property hereby transferred within six (6) months from the date of the purchaser. No fence shall be of such a nature as would be likely in the bona fide opinion of Durban North Estates Limited to depreciate the value of the adjoining property or would in their bona fide opinion be unsightly nor shall it be allowed to fall into disrepair.
 - (f) The Transferee or any tenant or occupier of the said property hereby transferred or portion thereof shall not do or suffer to be done anything which in the bona fide opinion of Durban North Estates Limited is noisome, injurious or objectionable or a public or a private nuisance or a source of damage, disturbance or annoyance to the owners, tenants or occupiers of land and buildings in the neighbourhood of the property hereby transferred. If the Transferee, tenant or

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occupier of the said property shall by act or omission commit a breach of any of the provisions of this clause Durban North Estates Limited may give him notice in writing to make good such breach within a time specified in such notice as fixed by Durban North Estates Limited and upon his or their failure to do so Durban North Estates Limited may but shall not be bound to enter upon the property hereby transferred and take such steps to abate such nuisance and may recover the cost from any person served with such notice.

- (g) The Transferee shall not grant any servitude of right of way or any right of access over the said property hereby transferred or any portion thereof without the consent in writing of Durban North Estates Limited first had and obtained.
- (h) Durban North Estates Limited reserve in perpetuity the right without being required to pay compensation therefor by themselves or others to lay, erect, maintain and use standards, cables, lines, pipes and the like, under, on or over the said land for the purpose of conveying electric current, water, drainage, sewerage and the like and the Transferee agrees not to obstruct or interfere with, or allow any obstruction or interference with any such standards, cables, lines, pipes and the like, and agrees that Durban North Estates Limited by themselves or others may enter upon the said property at all reasonable times for the purpose of enforcing the rights reserved and the obligations accepted in this clause.
- (i) Upon a breach of any of the foregoing conditions on the part of the Transferee to be observed Durban North Estates Limited shall be entitled and are hereby irrevocably authorised and empowered by the Transferee and his successors in title to apply for and obtain an interdict restraining any person or persons from committing or continuing to commit a breach of any of the aforesaid conditions.
- (j) Durban North Estates Limited shall be entitled to assign or delegate the rights conferred upon it by the foregoing sections of this clause including its powers of consent, approval and the like.
- (k) Any reference in this Deed of Transfer to the "transferee" shall be deemed to include his heirs, executors, administrators and assigns or successors in ownership to the said property.
- (l) Insofar as any condition in this transfer contained confers any rights upon owners of other property than that hereby transferred (hereinafter referred to as other owners) it shall be deemed and regarded as a stipulation made by Durban North Estates Limited and

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the Transferee on his own behalf and on behalf of his successors in title, for the benefit of such other owners, and such other owners shall be entitled to the benefit thereof and their acceptance thereof shall be sufficiently evidenced either by notice thereof to the Transferee or his successors in title or by the institution of proceedings against the Transferee or his successors in title in virtue of this clause. AND WHEREAS the Transferee has already recorded in his contract of purchase the following admission, it is a condition of this transfer that the Transferee and his successors in title shall on such acceptance by such other owners in such event be under the same liability to other owners as if he had directly contracted with them as on the 5th day of January, 1934, so that the said other owners shall have the same rights in respect of any breach by the Transferee of his successors in title as Durban North Estates Limited have or would have had notwithstanding that such breach may have occurred prior to such acceptance.



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Wherefore the Appearer, renouncing all the Right and Title which the said PATRICIA KATHLEEN JOAN BLANKE heretofore had to the premises, did, in consequence also acknowledge the said PATRICIA KATHLEEN JOAN BLANKE to be entirely dispossessed of, and disentitled to, the same; and that, by virtue of these presents, the said

MARK LEWIS ADDISON

his heirs, executors, administrators or Assigns, now is and henceforth shall be entitled thereto, conformably to local custom, The State, however, reserving its rights, and finally acknowledging the purchase price of the aforesaid property to be the sum of ONE HUNDRED AND SEVENTY FIVE THOUSAND RAND (R175 000,00)

IN WITNESS WHEREOF, I, the said Registrar of Deeds, together with the Appearer, q.q., have subscribed to these presents, and have caused the Seal of Office to be affixed thereto.

THUS done and executed at the Office of the Registrar of Deeds

at Pietermaritzburg, Natal,
on

22/10/86

IN my presence,

Registrar of Deeds.



q.q.

Registered in the *Dunguini*

1. Transfer duty Receipt No 3451
..... issued at DURBAN.....
..... on 29.9.86

Register of

for R 4 650,00

Book *11*

Checked 1

Folio *237*

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Pretorius
Clerk in Charge

2. Rates Clearance Certificate issued by
CITY COUNCIL OF DURBAN
Valid to 30th June, 1987

Water Rates Certificate n/a

Valid to

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