

Name JD & MJS RIBBINK

Filing number K2928264 / 05 / 004

Security type OS

Identification T 2052 / 2005

Number 8064503737



K No / File No Shelf/Pos
WBK2988864/060/004 104455/99

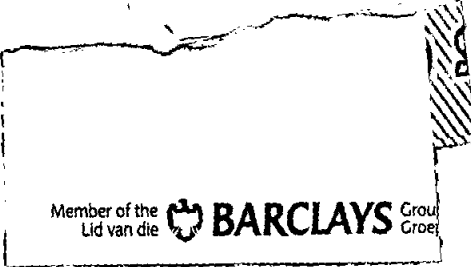
BOND/T DEED

9085130



LEATO MENDO

EMMANUEL ZWANE



Member of the
Lid van die



BARCLAYS

Group
Groep

Handwritten scribbles and marks at the bottom of the page, including what appears to be the word 'BIC' written vertically.

BROWNE BRODIE ATTORNEYS

ESTABLISHED 1945
ATTORNEYS, CONVEYANCERS & NOTARIES PUBLIC
P.O.BOX 714, DURBAN, 4000
DOCEX 71, DURBAN

e-MAIL: thelma@brownebrodie.co.za

WEBSITE: www.brownebrodie.co.za

OUR REF : Thelma Pieterse/RIB1/0001

17 March 2010

YOUR REF : **LOAN ACCOUNT NO: 8064503737**

**ABSA BANK LIMITED
KEMPTON PARK SECURITY CENTRE
DX 49
KEMPTON PARK**

Dear Sirs

CANCELLATION MORTGAGE BOND:	J D & MRS M J S RIBBINK
ACCOUNT NUMBER:	8064503737
PROPERTY:	ERF 1577 DURBAN NORTH

We advise that the matter is not proceeding and we accordingly return herewith:

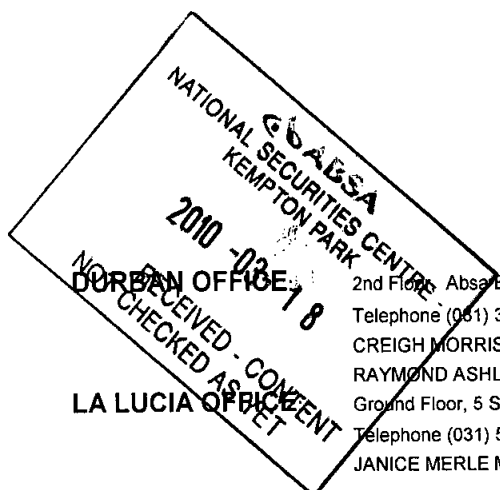
1. Deed of Transfer No. T 2052/05
2. Mortgage Bond No. B 45016/06
3. Mortgage Bond No. B 72827/06
4. Mortgage Bond No. B 56266/07

Kindly acknowledge safe receipt of the documents.

Yours faithfully



BROWNE BRODIE ATTORNEYS



2nd Floor, Absa Building, 23 Gardiner Street, Durban, 4001.
Telephone (031) 310 4100 Fax (031) 304 6830 Conveyancing Fax (031) 301 2797
CREIGH MORRISON KENTON B.COM LLB. JOHN BERESFORD MACKINNON B.A. LLB.
RAYMOND ASHLEY MEYER B.COM LLB. RAYLENE LEIBOWITZ B.A. LLB.
Ground Floor, 5 Sinembe Crescent, La Lucia Ridge Office Estate, La Lucia Ridge, 4051.
Telephone (031) 566 6688 Fax (031) 566 6678
JANICE MERLE MOSSOP B.A. LLB. ANDREW CRAIG MACKINNON B.A. LLB

CERTIFIED COPY

51



HENDRY MERTON INCORPORATED

No. 1998/017009/21

**Attorneys, Conveyancers, Notaries
& Administrators of Estates**

Registered office:

22 Keans Drive,
P.O.Box 1317
Hilton, 3245
Tel: 033-343 2160
Tel/Fax: 033-343 2160
Mobile: 083 679 4422
E-mail: ghinc@iafrica.com

Branch Office:

311 Old Howick Road,
Hilton, 3245
Tel/Fax: 033-343 1600
Mobile: 083-632 1180
E-mail: hminc@sai.co.za

Prepared by me

Merton

MERTON R.J.
Conveyancer

FEE
Stamp Duty
R 500,00
Stamp
Stamp
Stamp

BC 16 38271
GEKANSELLEER CANCELLED
<i>[Signature]</i>
REGISTRATEUR/REGISTRAR
2006-07-28

2

VERBIND	MORTGAGED
VIR FOR R 800 000,00	
B 05 01942	<i>[Signature]</i>
2005-01-18	REGISTRATEUR/REGISTRAR

2

2005-01-18

T 05 02052

DEED OF TRANSFER

BE IT HEREBY MADE KNOWN :

THAT : RUSSELL JOHN MERTON

appeared before me, The Registrar of Deeds at Pietermaritzburg, he, the said Appearer being duly authorised thereto by virtue of a Power of Attorney signed at DURBAN on 28 October 2004, and granted to him by:

HENRIETTE MARIA DU BOIS
Identity Number : 321217 0555 188
Unmarried

duly represented by **KATHLEEN ELISABETH DU BOIS**, acting under and by virtue of a Power of Attorney signed at Durban on 15 July 2003,

[Signature]

CERTIFIED COPY FOR FURTHER ENDORSEMENTS SEE
VERBODEN ENDOCCEMENTE SIEN

Page 7.

The name of Second transferee has been
 GEWYSIG KRAGTENS ART. 4 (1) (b) VAN AMENDED IN TERMS OF SECTION 4 (1)
 WET 47 VAN 1937 VAN TE LEESE (b) OF ACT 47 OF 1937 TO READ:

MARISA JANE SPURGEON RIBBINK

BC06 38270

2006-07-28

[Signature]
 REGISTRATEUR/REGISTRAR

①

VERBIND MORTGAGED

VIR FOR R 1000 000,00

B 06 45016

2006-07-28

[Signature]
 REGISTRATEUR/REGISTRAR

③

VERBIND MORTGAGED

VIR FOR R 200 000,00

B 06 72827

2006-11-23

[Signature]
 REGISTRATEUR/REGISTRAR

for further edem. see page 8. *[Signature]*

The name of Second transferee has been
 GEWYSIG KRAGTENS ART. 4 (1) (b) VAN AMENDED IN TERMS OF SECTION 4 (1)
 WET 47 VAN 1937 OM TE LEES: (b) OF ACT 47 OF 1937 TO READ:

①

MARISA JANE SPURGEON RIBBINK

BC 06 38270

2006-07-28

mu
 REGISTRATEUR/REGISTRAR

③

VERBIND MORTGAGED

VIR FOR R 1 000 000,00

B 06 45016

2006-07-28

mu
 REGISTRATEUR/REGISTRAR

VERBIND MORTGAGED

VIR FOR R 200 000,00

B 06 72827

2006-11-23

mu
 REGISTRATEUR/REGISTRAR

for further edem. see page 8.

AND the said Appearer declared that his Principal had on **5 August 2004** truly and legally sold the hereinafter mentioned property, and that he in his capacity aforesaid did, by these presents, cede and transfer to and on behalf of :

1. **JASON DEAN RIBBINK**
Identity Number : 730427 5194 081
Married out of Community of Property
2. **MARISA JAYNE SPURGEON RIBBINK**
Identity Number : 740522 0135 085
Married out of Community of Property

their Heirs, Executors, Administrators or Assigns, the following properties, in full and free property, namely :

ERF 1577 DURBAN NORTH
Registration Division FU
Province of KwaZulu-Natal

In Extent 1623 (ONE THOUSAND SIX HUNDRED AND TWENTY THREE) square metres

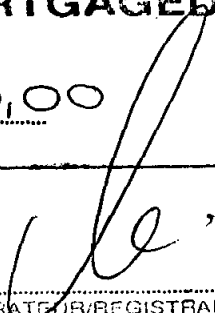
First transferred by Deed of Transfer No. T 591/1946 with Diagram No. SG 2579/45 annexed thereto, and held by Deed of Transfer No. T 62151/2003.

THIS PROPERTY IS TRANSFERRED :

- A. Subject to all the conditions of the original Government Grant No. 1546 in so far as applicable.
- B. With the benefit of the use of the road 12,19 metres wide over the Remainder of Lot 13 No. 1546, as shown on the General Plan No. 91 x 47 L filed in the office of the Surveyor-General, KwaZulu-Natal, and on the enlarged Plan annexed to the diagram of the said Remainder, as created in said Deed of Transfer No. 591/1946.
- C. Subject to the following special conditions created in the said Deed of Transfer No. 591/1946, viz :

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.

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.

VERBIND		MORTGAGED
VIR FOR R 10000000,00		
B	056266 / 07	
	2007-10-09	

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.

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.

The Transferee shall not use or suffer to be used the property hereby transferred or any portion thereof of any buildings or erections thereon for the purpose of advertising or displaying any advertisement.

The foregoing conditions shall operate as servitudes over the property hereby transferred in perpetuity in favour of the following properties originally transferred to Durban North Estates Limited, the remainders of which are still held by them or any portion thereof, all situated near the North bank of the River Umgeni, Victoria County, Natal, namely :

1. The Remainder of Lot 2.
2. 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.
3. 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.
4. The Government Lot No. 14.
5. Subdivision A and the Remainder of the Government Lot 15.
6. The Government Lot No. 16.
7. Subdivision J of Lot 12.

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.

The word "Owner" in the preceding clause shall be deemed to include each and every registered owner of land whose deed of title contain conditions similar to the foregoing conditions.

- D. Subject also to the following further special conditions as created in said Deed of Transfer No. 591/1946, viz :

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.

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.

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.

All roofs must be of tiles unless Durban North Estates Limited in their discretion agree otherwise.

The Transferee shall fence or hedge the property hereby transferred within six (6) months from the date of his purchase. 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 any adjoining property or would in their bona fide opinion be unsightly nor shall it be allowed to fall into disrepair.

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 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 her notice in writing to make good such breach within a time



specified in such notice as fixed by Durban North Estates Limited and upon her or their failure so to do Durban North Estates Limited may, but shall not be bound to enter upon the property hereby transferred and take steps to abate such nuisance and may recover the cost from any person served with such notice.

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.

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 agree 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.

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 her 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.

Durban North Estates Limited shall be entitled to assign or delegate the rights conferred upon them by the foregoing including their powers of consent, approval and the like.

Any reference in this deed of transfer to the "Transferee" shall be deemed to include her heirs, executors, administrators and assigns or successors-in-ownership to the said property.

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 the Transferee on her own behalf and on behalf of her 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 her successors-in-title or by the institution of proceedings against the Transferee or her successors-in-title in virtue of this clause.

And whereas the Transferee has already recorded in her contract of purchase the following admission, it is a condition of this transfer that the Transferee and her successors-in-title shall on such acceptance by such other Owners in such event be under the same liability to other Owners as if she had directly contracted with them as on the 3rd day of December 1945, so that the said other Owners shall have the same rights in respect of any breach by the Transferee or her successors-in-title as Durban North Estates Limited have or would have had notwithstanding that such breach may have occurred prior to such acceptance.

WHEREFORE the Appearer renouncing all the right title and interest which the said

HENRIETTE MARIA DU BOIS

heretofore had to the premises, did in consequence also acknowledge her to be entirely dispossessed of and disentitled to the same and that by virtue of these presents, the said

1. **JASON DEAN RIBBINK**
2. **MARISA JAYNE SPURGEON RIBBINK**

their Heirs, Executors, Administrators or Assigns now are and henceforth shall be entitled thereto conformably to local custom, the State, however, reserving its rights and finally acknowledging the purchase price of the property to be **R1 550 000,00 (ONE MILLION FIVE HUNDRED AND FIFTY THOUSAND RAND)**.

IN WITNESS WHEREOF, I, the said Registrar 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 on


q.q.

In my Presence


REGISTRAR OF DEEDS



TRANSFEROR (Seller)
HENRIETTE MARIA DU BOIS

TRANSFeree (Purchaser)
1. JASON DEAN RIBBINK 2. MARISA JAYNE SPURGEON RIBBINK

DESCRIPTION OF PROPERTY
ERF 1577 DURBAN NORTH
Registration Division FU
Province of KwaZulu-Natal

In Extent 1623 (ONE THOUSAND SIX HUNDRED AND TWENTY THREE) square metres

Postal code of District in which property is situated:

Mode of acquisition:

Date of Transaction: 5 AUGUST 2004
Consideration: R1 550 000,00

TRANSFER DUTY PAID BY: HENDRY MERTON INC.
Postal Address: P.O.BOX 1317, HILTON, 3245

Municipal, Divisional Council or other local authority valuation:

FOR OFFICIAL USE

Transfer duty paid on R ~~1550000~~ Being *purchase price*

Act under which duty charged *Act 10149*

Steel defacing stamp of AFRICAN office of issue 2005-01-05 REVENUE SERVICE

Receiver of Revenue
TAXPAYER SERVICE CENTRE
PIETERMARITZBURG

CASH REGISTER RECEIPT
2005-01-05 000000674
(Transfer Duty)
R 106,900.00
CHEQUE

eTHEKWINI MUNICIPALITY - RATES CERTIFICATE



RCC No: 24814
 Rate No: 08-88198069
 Date of Issue: 2004/11/09
 Certificate valid to: 2005/06/30

This is to certify that all amounts due in connection with the property described hereunder for municipal service fees, surcharges on fees, property rates and other municipal taxes, levies and duties during the period 9 November 2002 to 9 November 2004 have been fully paid. The following sums remain charges upon the property by virtue of section 118(3) of the local government: Municipal Systems Act, 2000(Act 32 of 2000):-

Description: ERF 1577 DURBAN NORTH

Situated in the Registration Division of the City of Durban, within the area of jurisdiction of the eThekweni Municipality. The Certificate is in terms of Section 118 of the Local Government : Municipal Systems Act, 2000 (Act 32 of 2000) and Regulation 11 of Proclamation R293/1962.

Extent: 1,623 Square Metres Valuation: Land 197,500
 Building 287,100

Checked: [Signature]
 Counter Checked: [Signature]
 Conveyancer: Hendry Merton Inc
 RCC Delivery Method : Collection

p.p [Signature]
DEPUTY CITY MANAGER : TREASURY

ETHEKWINI MUNICIPALITY
 DATE 2004-11-08
 SIGNATURE [Signature]