

14 JUL 2006

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CLERK OF THE COURT  
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Form 62 (version 2)  
Rule 35.1

## AFFIDAVIT OF AMANDA SHERWOOD – 14 JULY 2006

### COURT DETAILS

Court Supreme Court of New South Wales  
Division Common Law Division  
List Possession List  
Registry Sydney  
Case number

### TITLE OF PROCEEDINGS

First plaintiff Perpetual Limited, formerly known as Perpetual Trustees Australia Limited  
[ACN 000 431 827]  
Number of plaintiffs 1  
First Defendant Fiona Caroline Cristian  
Number of Defendants 1

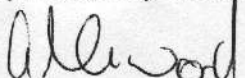
### FILING DETAILS


Filed for Plaintiff  
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Lawyers  
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Court user number 80  
Solicitor's file reference GTB/GAK/JAB/3301650

### AFFIDAVIT DETAILS

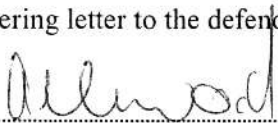
Name Amanda Sherwood  
Address Level 23, 20 Bond Street, Sydney  
Occupation Collections Manager

On 14 July 2006, I say on oath:

  
.....  
Deponent

  
.....  
Witness

1. I am a Collection's Manager employed by the Mortgage Manager who act on behalf of the Plaintiff and in that capacity I have the authority to swear this Affidavit on the Plaintiff's behalf.
2. This affidavit is true to the best of my knowledge, information and belief. The source of my knowledge as set out in this affidavit is the plaintiff's file material and other documents and records in its possession, including the plaintiff's computer records and loan account database.
3. I believe this evidence to be true because the above mentioned materials are part of the usual customer records kept by the plaintiff for its internal purposes and for use, inter alia, when required by the plaintiff's Default Management Division.
4. Exhibited to me at the time of swearing this affidavit and marked "AS-1" is a copy of a Loan Contract dated 25 August 2005 in respect of a Macquarie Mortgages Loan extended by the plaintiff to the defendant ("**Loan**").
5. Exhibited to me at the time of swearing this affidavit and marked "AS-2" is a copy of a certificate of title for the property situated at and known as 40 Warrain Crescent, Currarong in the State of New South Wales, as described in Folio Identifier 54/755903 ("**Property**").
6. Exhibited to me at the time of swearing this affidavit and marked "AS-3" is a copy of registered mortgage number AB812274 ("**Mortgage**") given by the defendant to the plaintiff to secure money owing under the Loan.
7. Exhibited to me at the time of swearing this affidavit and marked "AS-4" is Memorandum number 2477234 ("**Memorandum**") as filed in the Land Titles Office and referred to in the Mortgage, which provisions were deemed to be incorporated in the Mortgage.
8. The defendant has failed to make any repayments due under the Loan.
9. As at today's date, 14 July 2006, the Defendant's Loan exceeds the approved limit in the amount of \$49,817.14.
10. On or about 14 March 2006, the plaintiff served on the defendant a notice pursuant to Section 57(2)(b) of the *Real Property Act* 1900 demanding payment within 31 days of the sum of \$23,284.96, being the amount that the balance of the defendant's loan account exceeded the scheduled balance of that account, plus enforcement expenses. The plaintiff served the notice by sending it by pre-paid post to the defendant at 260 Oxford Street, Bondi Junction, being the plaintiff's then last known residential address of the defendant. A copy of the notice and the covering letter to the defendant is exhibited and marked "AS-5".



Deponent



Witness

11. On or about 14 March 2006, the plaintiff served on the defendant a notice pursuant to Section 80 of the *Consumer Credit Code* demanding payment within 31 days of the sum of \$22,684.96, being the amount that the balance of the defendant's loan account exceeded the scheduled balance of that account, by sending it by pre-paid post to the defendant at 260 Oxford Street, Bondi Junction, being the plaintiff's then last known residential address of the defendant. A copy of the notice and the covering letter to the defendant is exhibited and marked "AS-6".
12. The notices referred to in paragraphs 10 and 11 above expired on 20 April 2006. The defendant failed to comply with the notices.
13. As at 14 July 2006 the indicative payout figure of the defendant's Loan with the plaintiff is \$710,451.82.
14. I believe that the defendant has no defence to the statement of claim filed by the plaintiff in this Honourable Court.

SWORN

At SYDNEY

Signature of deponent



Signature of witness



Name of witness

Gary Koning

Capacity of witness

Solicitor

Deponent

Witness