



COLLATERAL

: C.-S.-S.-C.-P.-S.-G.-Flag.



: VERITAS-FIDES-CANDOR-FIRMITAS-FLAG.

INDEPENDENT LEGAL ADVICE SHOULD BE TAKEN BEFORE SIGNING THIS DOCUMENT

MARITIME-PAPER-VESSEL-FORENSIC-EVIDENCE:

: BOXING, " ", " ", [], (),
DOUBLE-SPACE=: VOID-SPACE=
: VIOLATION OF THE FOUR-CORNER-RULE=
: LACK OF THE CONTRACT-CLAIM/S:

:SALVAGE-CLAIM
MERCHANT-SHIPING-ACT-1995
:PART-1X-CHAPTER-1, 226:



4 1 NO 2
MORTGAGE FOR PRESENT
AND FUTURE ADVANCES
IN FAVOUR OF EACH OF
AIB MORTGAGE BANK & ALLIED IRISH BANKS, p.l.c.

:England & Wales: Criminal-Law-Act-1977-
Chapter-45-Part-1, F3-Section-4,
:See-Sea-Pass-Treaty@: Metropolitan-Police.
:See-Sea-Pass-Treaty@: Basilicas.
:Federal-Postal-Court-Venue:

:NUMERICAL-WORD-TABLE IS: SYNTAX-KEY:
~1=ADVERB. ~8=PAST-TIME.
~2=VERB. ~9=FUTURE-TIME.
~3=ADJECTIVE. ~0=CONJUNCTION.
~4=PRONOUN. ~N.C.=NO-CONTRACT.
~S.=VOID-SPACE. ~G.N.=GERUND-NOUN.
:D.P.V.=DANGLING-PARTICIPLE-VERB.

:Financial-Services-Act-2012-Part-7:
89-MIS-LEADING-STATEMENTS:
1a, 1b, & 1c.
:Financial-Services-Act-2012-Part-7:
92-1a & 1b.

- Consent to Mortgage
- Deed of Mortgage
- Consent to Confirmation
- Deed of Confirmation
- Deed of Release
- Receipt

:Mark-Christopher



The Deed of Confirmation (a non-recourse supplemental mortgage) must be executed by any person or body who may have acquired any financial, equitable or beneficial estate or interest in the Mortgaged Property.

1



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and to the use of each of the Lenders as tenants in common for the unexpired term (except for the last three days) of the Mortgagor's leasehold tenure under which the Mortgaged Property is now held by the Mortgagor,

subject, in each case, to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.2.

3.3 The Mortgagor hereby declares that he shall henceforth stand possessed of the nominal leasehold or freehold reversion or reversions hereby reserved or any further or other interest the Mortgagor may hereafter during the continuance of this Mortgage have or acquire in the Mortgaged Property in trust for the Lenders as tenants in common subject to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.2 and to dispose thereof as the Lenders shall direct AND authorises the Lenders to appoint a new trustee or new trustees of any such reversion or reversions and in particular at any time or times to appoint such new trustee or trustees in place of the Mortgagor or any trustee or trustees appointed hereunder as if the Mortgagor or any such trustee or trustees were incapable of acting in the trusts thereof hereby declared.

3.4 Additional Rights and Interests

The Mortgagor, in so far as he is empowered to do so, as beneficial owner hereby assigns to each of the Lenders as tenants in common the benefit of the Additional Rights and Interests subject to the Mortgagor's right to redeem this Mortgage contained in the AIB Mortgage Conditions and to clause 2.1a, 1b, & 1c.

3.5 Power of Attorney

The Mortgagor hereby irrevocably appoints the Secretary of each Lender acting solely as its attorney in fact and on his behalf and at his expense, as security for his obligations under this Mortgage, to do (but without being obliged to do so) all or any of the Delegated Matters.

4. AIB Mortgage Conditions

The AIB Mortgage Conditions are hereby incorporated in this Mortgage. In the event of any conflict between the terms of the AIB Mortgage Conditions and this Mortgage, the terms of this Mortgage shall prevail.

5. Ranking of Security

5.1 The Lenders hereby agree and the Mortgagor hereby acknowledges that he agrees to anything else to the contrary in this Mortgage:

(a) until AIB Mortgage Bank has granted a full release or discharge of this Mortgage (the "AIB Mortgage Bank Release Date"):

- (i) this Mortgage shall rank first as security for the Total Debt owing to AIB Mortgage Bank in priority in all respects to the security held under this Mortgage by AIB; and
- (ii) thereafter shall rank next as security for the Total Debt owing to AIB; and

(b) after the AIB Mortgage Bank Release Date, for so long as any Total Debt remains owing to AIB, this Mortgage shall rank as security for the Total Debt owing to AIB, regardless of:-

- (i) the order, registration, notice, execution, or date of any of the security contained in this Mortgage; or
- (ii) the creation in favour of either of the Lenders of any further or additional security over the undertaking, properties or assets of the Mortgagor; or
- (iii) any fluctuation in any Total Debt from time to time owing to either of the Lenders or the date on which any Total Debt is incurred; or
- (iv) any contrary provision in any agreement between the Mortgagor and any Lender.

5.2 Until the AIB Mortgage Bank Release Date, this Mortgage may be enforced only by AIB Mortgage Bank and AIB shall not take any steps to enforce this Mortgage, appoint any receiver or take possession of the Mortgaged Property without the prior written consent of AIB Mortgage Bank.

6. Declaration of Trust

6.1 Until the AIB Mortgage Bank Release Date, AIB hereby declares that it:

- (a) holds the legal title, and all other rights created by this Mortgage upon trust for AIB Mortgage Bank; and
- (b) will convey, subvert or otherwise transfer in whatever manner its rights under this Mortgage to AIB Mortgage Bank or to such persons, at all times and in such manner or will otherwise deal with this Mortgage as AIB Mortgage Bank shall direct.

Each of the Mortgagor and AIB Mortgage Bank hereby acknowledges the creation of a trust in favour of AIB Mortgage Bank under this clause 6.1.

6.2 At the AIB Mortgage Bank Release Date, the trust declared in clause 6.1 shall be terminated and any interest conveyed, demised or otherwise transferred to AIB Mortgage Bank under clause 6.1 shall be reconveyed, released, surrendered and otherwise transferred by AIB Mortgage Bank to AIB.

In Witness whereof the common seals of the Lenders have been affixed hereto and the Mortgagor (being an individual(s)) has hereunto set his hand and affixed his seal or the Mortgagor (being a body corporate(s)) has caused its corporate or common seal to be affixed hereto the day and year first herein Written.

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: VERITAS-FIDES-CANDOR-FIRMITAS-FLAG.

:MARITIME-PAPER-VESSEL-FORENSIC-EVIDENCE:

4 1 3 4 1 NO -2
FORM OF GENERAL POWER OF ATTORNEY.

:England & Wales: Criminal-Law-Act-1977-
Chapter-45-Part-1, F3-Section-4.
:See-Sea-Pass-Treaty@: Metropolitan-Police.
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92-1a & 1b.

:SALVAGE-CLAIM
:MERCHANT-SHIPING-ACT-1995
:PART-1X-CHAPTER-1. 22%

: BOXING, " ", [], (),
DOUBLE-SPACE= VOID-SPACE=
: VIOLATION OF THE FOUR-CORNER-RULE=
: LACK OF THE CONTRACT-CLAIM/S:

LOUISE MOLONEY & COMPANY,
SOLICITORS,
53 KILBARRACK ROAD,
RAHENY,
DUBLIN 5.
POFA.

: Italics = VOID-SPACE.

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CERTIFIED A TRUE COPY
OF THE ORIGINAL
Louise Moloney & Company
LOUISE MOLONEY & COMPANY
SOLICITORS.
53 KILBARRACK ROAD,
DUBLIN 5.
TEL: 8394550

:Mardela



3



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:PART-1X-CHAPTER-1, 226:

: VERITAS-FIDES-CANDOR-FIRMITAS-FLAG.

4 1 3 4 1 2
FORM OF GENERAL POWER OF ATTORNEY.

~1: NAME-CAPITALISATION=
:NOM-DE-GUERRE=
:CAPITIS-DIMINUTIO-MAXIMA.
~1A: STOP &: CORRECT-COMMAND IS
BY THIS LIVE-LIFE-CLAIMANT: SEAL:

This **GENERAL POWER OF ATTORNEY** is made this the 22nd day of June 2006 by **IRENE GIBNEY**, of Dunlever Lodge, Trim, County Meath.

I **APPOINT** Louise Moloney, Solicitor, of 53 Kilbarrack Road, Dublin 5 to be my Attorney in accordance with Section 16 of the Powers of Attorney Act, 1996

IN WITNESS **WHEREOF** I have hereunto set my hand and affixed my seal the day and year first herein written.

SIGNED SEALED AND DELIVERED by the said **IRENE GIBNEY** in the presence of-

Irene Gibney

*Louise Moloney
Legal Secretary
53 Kilbarrack Road
Dublin 5.*

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Mark Kishan Christopher