# O mortgage discharge request

#### ING DIRECT requires a minimum of 10 business days notice to approve a mortgage discharge.

Once you have completed and signed the Mortgage Discharge Request form, please send it to us at:

ING DIRECT Securities Department GPO Box 4094 Sydney NSW 2001

or FAX: (02) 9028 4746

## Step **①** Account details

#### Borrower(s) name(s)

	Surname	First name	Middle name
Borrower 1			
Borrower 2			
Borrower 3			
Borrower 4			
Company Name			
Loan Account Numb	per(s)		

# **Step 2** Your security property details

### Details of security property/ies to be discharged

Unit number Street number Street name     Anticipated settlement date: (DD/MM/YY)     / (please note this is subject to approval by ING DIRECT)	Suburb	State	Postcode
2. Unit number Street number Street name Anticipated settlement date: (DD/MM/YY)	Suburb	State	Postcode
(please note this is subject to approval by ING DIRECT)	Suburb	State	Postcode
Anticipated settlement date: (DD/MM/YY)	Suburb	State	Postcode
Anticipated settlement date: (DD/MM/YY)			



St	ep 🕄 Reason f	or discharge (tick as require	ed)
	Sale of property	\$	Sale price (must be completed)
	Clearing debt from own fu	nds	
	Refinance:		
	The lender, I/we will be ref	inancing with is:	
	I/We request you liais	e directly with the refinancier regarding settlement	
Imr	ortant Note: If you are do	ring an Orango Advantago account your Orango Ev	www.will be delinked and the offect interact benefit will coase once

**Important Note:** If you are closing an Orange Advantage account your Orange Everyday will be delinked and the offset interest benefit will cease once you or your solicitor/conveyancer/financier request a final payout figure for discharge. If the settlement does not occur or is delayed you will need to contact one of our Direct Associates on 133 464 to relink your Orange Everyday and once again receive the offset benefit. The offset benefit will not apply for the period between delinking and relinking your Orange Everyday.

You may retain and continue to operate your Orange Everyday account after the closure of your Orange Advantage (please see Orange Everyday Terms and Conditions). However, if you no longer require your Orange Everyday please phone our Contact Centre on 133 464, our Direct Associates are available 24 hours a day, 7 days a week.

# Step **4** My solicitor/conveyancer/financier

# The contact details of my agent/solicitor/conveyancer/financier authorised to receive the executed discharge(s) of mortgage and certificate(s) of title for the security property/ies detailed above are:

Name of firm	Unit number Street number
Contact Name	Street Name
Telephone	Suburb
Fax	State Postcode

# Step 5 Excess funds at settlement

# If completing this section, you must return the original copy of this form.

In the event ING DIRECT receives funds at settlement in excess of the amount required to discharge the loan account(s) you have specified and any other loans secured by the property/ies being discharged, ING DIRECT will return the surplus funds to you within 10 business days of settlement.

Please select how you would like to receive any surplus funds:

Existing direct debit account

Via a bank cheque (Step 6 must be completed)

New nominated account (please provide account details)

Name of Bank/Financial Institution	on
BSB Number	Account Number
Name of Account	
Account holder signature	
Account holder signature	
Dated (DD/MM/YY)	

# Step () Post Settlement contact details

## Please amend contact details for the following borrower(s) and/or guarantor(s)

Is your post settlement address different to your existing mailing address?	No Yes (please provide new address)
Borrower/Guarantor's name	Unit number Street number
My/Our contact phone number post settlement	Street Name
	Suburb
~	State Postcode Page 2 of 4



# Step **7** Line of Credit accounts only

Allows us to draw funds on the below account for transactions that are charged to your Nil Interest Visa Account after settlement.

#### To be completed by the holder of the account to be debited.

I/We, by signing this section request and authorise ING DIRECT (User ID 028241) to debit my/our account described below with any amounts which are charged to any Nil Interest Visa Account forming part of the loan account(s) nominated above, after cancellation of the loan account(s), through the Bulk Electronic Clearing System.

I/We understand and acknowledge that this Direct Debit Request is governed by by the attached Direct Debit Service Agreement.

Account Number

## Step ③ Declarations and Acknowledgements

I/We, the borrower(s) request ING DIRECT to prepare the discharge(s) of mortgage in relation to any security affecting the security property/ies described above in preparation for settlement on the anticipated settlement date requested above.

I/we understand that ING DIRECT will confirm the settlement date after this Mortgage Discharge Request has been processed. By signing below the guarantor(s), if any, of the loans affected by the discharge(s) of mortgage acknowledge and consent to discharge(s) of mortgage.

I/We, the borrower(s) named above:

- Authorise ING DIRECT:
  - To disclose any information about my/our account(s), including payout figures, to my/our agent or solicitor, or any other lender I am/we are refinancing with as necessary to process this Mortgage Discharge Request; and

- To give the executed discharge(s) of mortgage and Certificate(s) of Title to my/our agent/solicitor whose details are above (in Step 4).

- Agree to pay the amount I/we owe ING DIRECT in relation to the above loan(s) (and other loans or obligations secured by the security property/ies) in full, and any outstanding fees and charges payable in accordance with the terms and conditions of the loan account(s), on or before the anticipated settlement date requested above.
- I/We understand that if I/we have a fixed rate home loan these fees and charges may include break costs.
- Understand that if any error has been made in calculating the settlement amount that I/we/the company is/are liable for any amount outstanding.
- Authorise ING DIRECT to apply funds received at settlement in its absolute discretion to the loan account(s) detailed above any other loans or obligations secured by the security property/ies.
- Understand and acknowledge that I/we are liable to pay any amounts outstanding under the terms and conditions of the loan(s) even if ING DIRECT discharges any mortgage it holds over any of the security property/ies.
- Agree to cancel any direct debit authorities, direct credit authorities or other standing arrangements in relation to the above loan account(s)/ VISA cards with effect from no later than 10 business days before the anticipated settlement date.
- Agree that at least 10 business days prior to my/our discharge date, that I/we phone the Contact Centre on 133 464 available, 24 hours a day, 7 days a week and advise them to cancel all the VISA cards linked to the above loan account(s).
- Agree to destroy any VISA cards, unused cheques and deposit slips issued by ING DIRECT in relation to the above loan account(s).

#### Authorisation by All Borrowers/Guarantors

Signature

Name

Date (DD/MM/YY)

Signature	
Name	
Date (DD/MM/YY)	

Signature
Name
Date (DD/MM/YY)

Signature

Name	
Date (DD/MM/YY)	

ING M DIRECT It's your money

# This Direct Debit Request (DDR) Service Agreement is issued by ING DIRECT.

Please direct all enquiries about your direct debit arrangement to the Contact Centre on 133 464, available 24 hours a day, 7 days a week.

#### 1. OUR COMMITMENT TO YOU

- ING DIRECT will give you at least 14 days notice in writing if there are changes to the terms of the drawing arrangements shown in your DDR.
- ING DIRECT will keep information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution.
- Where the due date for a drawing is not a business day, ING DIRECT will draw from your nominated financial institution account by the following business day. If you are uncertain as to when a drawing will be processed by your nominated financial institution you should initially contact that financial institution.

#### 2. YOUR COMMITMENT TO US

- Ensure that your nominated account can accept direct debits. If in doubt, refer to your financial institution.
- Ensure that there are sufficient clear funds available in your nominated account to meet each drawing on the due date. If there are insufficient funds in your nominated financial institution account to enable a drawing to be made, any amount debited to your account in anticipation of that drawing being made will be reversed. A fee may apply to drawings which are dishonoured, in accordance with the terms and conditions of your ING DIRECT account.
- Advise us if your nominated account is transferred or closed, or the account details change.
- Arrange a suitable alternative payment method if the drawing arrangements are cancelled.
- Ensure that all account holders on the nominated financial institution account sign the DDR.
- Ensure that the authority given to us to draw on your nominated financial institution account is consistent with the account authority or signing instructions held by your financial institution for that account.
- Check your nominated financial institution account details against a recent statement from the financial institution where it is held. (Please check with your financial institution if you are uncertain).

#### 3. YOUR RIGHTS

- Subject to the terms and conditions of your ING DIRECT account, you may alter the drawing arrangements. Such advice should be received by us at least 5 working days before the draw date by logging into online banking or phoning the Contact Centre on 133 464. You may alter the drawing arrangements:
  - to stop an individual drawing
  - to defer an individual drawing
  - to suspend future drawings
  - to alter the drawing arrangements in any other way
  - to cancel the drawings completely.

We will, however, process the changes earlier, if possible.

- Where you consider that a drawing has been initiated incorrectly, you should phone the Contact Centre on 133 464, available 24 hours a day, 7 days a week.
- We will investigate your concerns and endeavour to respond to you within 21 days. If we conclude that a debit has been made in error, we will arrange for your financial institution to adjust your nominated account accordingly. If we conclude that a debit has not been made in error, you will be informed of this conclusion and the reasons for it.

#### 4. OTHER INFORMATION

- The details of your drawing arrangements are in the Direct Debit Request attached.
- ING DIRECT reserves the right to ask that instructions from a customer to stop or in any way alter drawing arrangements are provided in a written, verbal or electronic form.
- ING DIRECT reserves the right to cancel drawing arrangements if two or more drawings are dishonoured by your nominated financial institution, and to arrange an alternative payment method with you.
- Your drawing arrangements are governed by the terms and conditions of your ING DIRECT account.

Note: you may wish to take a copy of this agreement for your own records.

