

**FORM B**

(Section 225)

Province of  
British Columbia

**MORTGAGE – PART 1**

(This area for Land Title Office use)

Page 1 of \_\_\_\_\_ pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF THE MORTGAGED LAND:\*

(PID)

(LEGAL DESCRIPTION)

3. BORROWER(S) (MORTGAGOR(S)): (Including postal address(es) and postal code(s))\*

4. LENDER(S) (MORTGAGEE(S)): (Including occupation(s), postal address(es) and postal code(s))\*

Scotia Mortgage Corporation, incorporated under the **Trust and Loan Companies Act (Canada)** having a branch and postal address at

Extra-Provincial Registration No.: A23965

5. PAYMENT PROVISIONS:\*\*

(a) Principal Amount: \$	(b) Interest Rate: See Schedule	(c) Interest Adjustment Date:	Y	M	D
(d) Interest Calculation Period: Half-yearly Not In Advance	(e) Payment Dates: the _____ day of each month	(f) First Payment Date:			
(g) Amount of each payment:	(h) <i>Interest Act</i> (Canada) Statement: The equivalent rate of interest calculated half-yearly not in advance is _____% per annum. N/A	(i) Last Payment Date:			
(j) Assignment of Rents which the applicant wants registered? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes, page and paragraph number:	(k) Place of payment: Postal address in item 4	(l) Balance Due Date:			

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space in any box insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

**MORTGAGE – PART 1**

6. MORTGAGE contains floating charge on land?  
Yes  No

7. MORTGAGE secures a current or running account?  
Yes  No

8. INTEREST MORTGAGED:  
Freehold   
Other (Specify)  \*

9. MORTGAGE TERMS:

Part 2 of this mortgage consists of (select one only):

- (a) Prescribed Standard Mortgage Terms
- (b) Filed Standard Mortgage Terms  D.F. Number: **MT040090** Scotia Mortgage Corporation Fixed Rate Mortgage
- (c) Express Mortgage Terms  (annexed to this mortgage as Part 2)

A selection of (a) or (b) includes any additional or modified terms referred to in item 10 or in a schedule annexed to this mortgage.

10. ADDITIONAL OR MODIFIED TERMS:\*

See Schedule

11. PRIOR ENCUMBRANCES PERMITTED BY LENDER:\*

12. EXECUTIONS(S):\*\* This mortgage charges the Borrower's interest in the land mortgaged as security for payment of all money due and performance of all obligations in accordance with the mortgage terms referred to in item 9 and the Borrower(s) and every other signatory agree(s) to be bound by, and acknowledge(s) receipt of a true copy, of those terms.

	Execution Date							
Officer Signature(s)	<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr> <td style="height: 100px;"></td> <td></td> <td></td> </tr> </table>	Y	M	D				Borrower(s) Signature(s)
Y	M	D						

OFFICER CERTIFICATION:

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the **Evidence Act**, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on additional page(s) in Form D.

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM OR GENERAL DOCUMENT FORM

THE FOLLOWING PROVISIONS REPLACE THE CORRESPONDING PROVISIONS IN THE STANDARD MORTGAGE TERMS REFERRED TO IN THE MORTGAGE.

VARIABLE RATE AND PAYMENT MORTGAGE

**5B. Interest Rate**

The interest rate payable by you on the loan amount is a variable rate expressed as a rate per annum, equal to our Variable Rate Mortgage (VRM) Base Rate with a variance of \_\_\_\_\_% per annum. Our Variable Rate Mortgage Base Rate is the rate per annum declared by us from time to time to be our VRM Base Rate for variable rate first mortgages of residential property in Canada and it is referred to in this mortgage as the Base Rate. At the time of the signing of this mortgage the Base Rate is \_\_\_\_\_% per annum and the interest rate payable on the loan amount (Base Rate plus/minus the number of percentage points set out above) is \_\_\_\_\_% per annum calculated half-yearly not in advance.

**10. ADDITIONAL OR MODIFIED TERMS**

**Section 3A Interest Rate is replaced as follows:**

**Interest Rate**

The interest rate payable by you on the loan amount is a variable rate expressed as a rate per annum, equal to our Variable Rate Mortgage (VRM) Base Rate plus/minus the number of percentage points per annum specified above. Our Variable Rate Mortgage Base Rate will vary from time to time as Scotiabank's Prime Rate varies.

Interest is calculated half-yearly not in advance. Interest at this variable rate is payable on the loan amount both before and after the final payment date, default and judgment. The interest rate will vary automatically on the day Scotiabank's Prime Rate varies. Wherever this mortgage refers to the **interest rate payable on the loan amount**, that expression means the VRM Base Rate plus or minus the number of percentage points per annum set out above calculated and payable as set out above.

**How you Can Determine the Interest Rate**

After each VRM Base Rate change, we will mail a notice showing your new interest rate and the date it became effective and your new payment amount. The notice will be sent to your last known address shown in our records

within 30 days of the interest rate change. However, our failure to mail a notice or the fact that you do not receive it will not prevent the rate from varying or the payment from varying. The VRM Base Rate in effect at any time will be available at any Scotiabank branch in Canada, or at [www.scotiabank.com](http://www.scotiabank.com).

**Section 4C Payments after the Interest Adjustment Date is replaced as follows:**

The principal amount together with interest calculated from the interest adjustment date shall become due and be paid by you in regular **monthly loan payments**.

Your initial monthly payment based on the interest rate indicated in Clause 3A above will be the amount reflected in box 5(g). Your payment amount will vary automatically with each change to the VRM Base Rate. Each payment adjustment will take into account the remaining amortization period and new interest rate on the date of the change. Each time there is an interest rate and payment change, we will tell you what your new interest rate and payment amount will be within 30 days of the change. If there is no change to the VRM Base Rate, your payment amount will not change and we will not send you a notice with a new payment amount. Each monthly loan payment consists of a portion of the principal amount together with the interest due and payable on the monthly loan payment date.

Your monthly loan payments will begin on the date specified in box 5(f) on page 1 of the Mortgage Document and continue monthly thereafter until the date specified in box 5(i) on page 1 of the Mortgage Document. Each date that you are required to make a monthly loan payment is called a monthly loan payment date.

You will pay the balance of the principal sum together with all interest due and payable, on the date specified in box 5(l) on page 1 of the Mortgage Document (which is the same as the date specified in box 5(i) and is called the last payment date).

**Section 4E Prepayment Terms and Conditions is replaced as follows:**

**Paying off a Mortgage Before the Maturity Date**

You may prepay some, or the entire mortgage early, during the initial term of your mortgage, based on the following prepayment terms and conditions. If we later agree to change, renew, or extend your mortgage, these prepayment terms and conditions will not apply to the new, renewal, or extended term.

**Open Prepayment Type**

If you pay off your entire mortgage within the 1st year from the Term Start Date (also referred to as the Interest Adjustment Date), you will be charged an administration fee of \$200. Otherwise, if all your mortgage payments are up to date, you can pay off some, or the entire principal amount owing, at any time without the administration fee or any prepayment charges. If you receive a cashback on your mortgage the cashback amount will be repayable as outlined below under the heading *Cashback*.

**Miss a Payment Option**

You may miss any scheduled payment as long as you have prepaid an amount equal to the amount of the payment you intend to miss in this term and your mortgage is not in default. You cannot, however, miss your mortgage protection premium, if applicable. Extra payments or prepayments may not be used to miss a payment if this mortgage is assumed by a subsequent purchaser.

**Continuing Liability**

Unless you prepay the balance of the principal amount owing, you must continue to make your regular monthly mortgage payments.

**Cashback**

If you receive a cashback with your mortgage the cashback amount will be repayable if your mortgage loan does not remaining outstanding with us for the full term. If the mortgage is partially prepaid, paid in full, transferred, assumed or renewed prior to the expiry of the original term, the cashback amount will appear as payable in any assumption, discharge or early renewal statement and will be calculated on an even, prorated basis using the following formula:

$$\text{Cashback Repayment} = \frac{\text{Remaining Term in months (rounded up)}}{\text{Original Term in months}} \times \frac{\text{Cashback Amount Received}}$$

**Portable Mortgage**

You may transfer your existing mortgage balance to a new home. You must apply for a new mortgage and meet all our normal qualifications as if you were applying for any other new mortgage. In this case, we will not charge you a prepayment charge.

**Early Renewal**

You may early renew this mortgage into a fixed rate, closed prepayment type mortgage with us, with a term that is greater than the remaining term on this mortgage without a prepayment charge.

**If this is a Progress Draw Construction Mortgage**

If this is a Progress Draw Construction Mortgage, Section 4E does not apply to your mortgage during the construction period.

END OF DOCUMENT

## STANDARD MORTGAGE TERMS

Filed by: **Scotia Mortgage Corporation**

D.F. Number: MT040090

The following set of mortgage terms shall be deemed to be included in every mortgage in which these terms are referred to by their filing number, as provided in section **225** of the **Land Title Act**.

### FIXED RATE MORTGAGE

#### 1. DEFINITIONS

In this set of Mortgage Terms (called Terms), Mortgage Document means a Mortgage which refers to the filing number of these Terms and includes all schedules to it and Mortgage means the Mortgage Document and these Terms. **You** and **your** mean each person who signs the Mortgage Document as borrower, **we, our** and **us** means Scotia Mortgage Corporation ("SMC") named in the Mortgage Document and **guarantor** means each person who signs the Mortgage Document as guarantor. Your property means the land described in the Mortgage Document, all buildings on it and anything now or later attached or fixed to the buildings or the land including additions, alterations and improvements. **Principal amount** means the amount specified in box 5 on page 1 of the Mortgage Document and **loan amount** means the principal amount that is outstanding from time to time under the mortgage plus any unpaid interest, charges, and other fees payable to us under this Mortgage.

If this mortgage is a CMHC-insured mortgage, it is made pursuant to the **National Housing Act**.

#### 2. WHAT THE MORTGAGE DOES

As owner of your property, you grant and mortgage your property to us and our successors and assigns (called our legal representatives) as security for repayment of your loan and all other amounts payable under the mortgage. This means you give your entire interest in your property to us and to anyone to whom this mortgage is transferred in any way. You release to us all of your claims on your property until you have complied with all of your obligations under this mortgage.

If you are a tenant of your property, you grant, assign and mortgage your entire interest in your property (including any option to purchase or any option or right to renew) to us and our legal representatives and to anyone to whom we transfer that interest for the entire term of the lease with the exception of the final day of the lease or of any renewals or extensions of the lease, as security for repayment of your loan.

#### Termination of the Mortgage

Our interest in your property terminates when you have:

- Repaid the loan amount and all interest you may owe us as provided in the mortgage; and
- Complied with all of your other obligations under the mortgage.

### 3. INTEREST

#### A. Interest Rate

The annual interest rate payable by you on the loan amount is specified in box 5(b) on page 1 of the Mortgage Document. Interest is payable monthly and calculated half-yearly not in advance. The first half-yearly calculation of interest after the interest adjustment date specified in box 5(c) on page 1 of the Mortgage Document shall be for the six month period commencing on that date. That calculation shall be made six months after the interest adjustment date and half-yearly calculations of interest shall continue to be made every six months after that. Interest is payable on the loan amount at this rate both before and after the final payment date as well as both before and after default and judgement, until the loan amount has been paid in full.

#### B. Compound Interest

If on any monthly loan payment date you do not make the payment due on that day, we will charge you interest on any overdue portion of the loan amount and interest until paid to us. This is called compound interest. We will also charge interest at the rate payable on the loan amount on compound interest that is overdue until paid to us. The interest rate for compound interest is the same as the interest rate payable on the loan amount both before and after final payment date as well as both before and after default and judgement. It shall be calculated half-yearly not in advance and paid periodically at intervals (called rests) that are the same as your monthly loan payment dates.

C. All interest and compound interest is a charge on your property.

#### D. Progress Draw Construction Mortgage

If this is a Progress Draw Construction Mortgage, the annual interest rate of your mortgage, during the Construction Period, will be a floating interest rate equal to Scotiabank's Prime Rate plus 1%. Interest will be payable monthly, and calculated half-yearly, not in advance. Your interest rate will vary automatically, without notice to you, on the day Scotiabank's Prime Rate changes. Scotiabank's Prime Rate in effect at any time is available at any Scotiabank branch in Canada.

The Construction Period is defined as the 9 month period following the date of your 1st mortgage advance or the period from the date of your 1st advance to the date your mortgage is at least 75% advanced, whichever is shorter.

### 4. HOW YOU WILL REPAY YOUR LOAN

#### A. Currency and Place of Payment

You shall repay the loan amount and all interest payable on it to us in Canadian dollars. Your regular monthly loan payment and all other payments will be made at the Place of Payment set out in box 5(k) on page 1 of the Mortgage Document or at any other place we may designate and are payable as follows:

#### B. Interest Payable Prior to your First Regular Payment Due Date

Before your term start date, you will pay us interest, at the rate payable on the loan amount, calculated semi-annually, not in advance, on all money we have advanced to you.

If more than 1 month will elapse from the advance date to your 1st regular payment due date, you will owe interest for the period, separately. At our option, such interest will be due and payable one month prior to the 1st regular payment due date or on the 1st regular payment due date or it may be deducted from subsequent advances. We may also require you to pay this interest monthly, before we set a first regular payment due date.

#### C. Payments after the Interest Adjustment Date

The principal amount together with interest calculated from the interest adjustment date shall become due and be paid by you in regular monthly loan payments.

You will make your regular monthly loan payments to us in equal instalments in the amount specified in box 5(g) on page 1 of the Mortgage Document beginning on the date specified in box 5(f) on page 1 of the Mortgage Document and continuing monthly thereafter until the date specified in box

5(i) on page 1 of the Mortgage Document. Each date that you are required to make a monthly loan payment is called a monthly loan payment date. Each payment consists of a portion of the principal amount together with the interest due and payable on the monthly loan payment date.

You will pay the balance of the principal amount together with all the interest and other charges due and payable on the date specified in box 5(l) on page 1 of the Mortgage Document (which is the same as the date specified in box 5(i) and is called the last payment date).

D. Application of Monthly Loan Payments

Each monthly loan payment will be used; first, to pay interest due and payable and next, to reduce the principal amount.

E. Prepayment Terms and Conditions

You may prepay your principal amount only in accordance with the prepayment provisions, if any, set out in the Mortgage Document.

If this is a Progress Draw Construction Mortgage

If this is a Progress Draw Construction Mortgage, section E does not apply to your mortgage during the Construction Period. Your mortgage may be prepaid in full during the Construction Period without prepayment charges.

F. Early Payment on Sale or Mortgage

We may require you to pay all the money that you owe us under the mortgage immediately if you sell, transfer, mortgage or charge your property. This provision does not apply to a sale, transfer, mortgage or charge to which we have given our prior written consent.

G. Amounts Covered by Mortgage

All amounts payable by you to us under this mortgage are secured by this mortgage and are a charge on your property.

H. Progress Draw Construction Mortgage

If this is a Progress Draw Construction Mortgage, you will pay interest only payments, monthly, during the Construction Period, starting one month from the date of your 1st advance. Your interest only payment amount will vary automatically with our prime rate (as outlined in paragraph 3 D above) and will be calculated based on the principal amount advanced so far. Your last interest only payment amount will be due on the earlier of; the last payment date specified in box 5(l), 9 months from the date of your 1st advance, or, on the date your mortgage is at least 75% advanced. At that time, the total loan amount plus all interest owing will become due and payable, unless converted as set out below.

Convertible Feature

When your mortgage loan is at least 75% advanced (providing this occurs on or before the end of the 9 months from the date of the first advance), we will automatically reset your term start date and convert your mortgage to your chosen term, rate type, and repayment schedule, based on the full principal amount, as detailed in the Personal Credit Agreement or amendment to that agreement. We will provide you with a confirmation notice, which will set out, among other things, your mortgage interest rate, principal & interest payment amount, term start date and maturity date.

5. YOUR TITLE TO YOUR PROPERTY

A. As Owner of Your Property, you certify that:

- i) You are the lawful owner of your property;
- ii) You have the right to convey your property to us;
- iii) There are no encumbrances on the title to your property except as disclosed on item 11 of page 2 of the Mortgage Document; and
- iv) There are no limitations or restrictions on your title to your property except building by-laws, zoning regulations and registered restrictions except as disclosed in item 11 of page 2 of the Mortgage Document.

- B. You will not do anything that will interfere with our interest in your property.
- C. In order to ensure that your entire interest in your property is charged to us you will sign other documents or do anything further that we think necessary.

#### 6. USE OF YOUR PROPERTY

You may not make any additions, alterations or improvements to your property or use your property for any business purposes without our prior written consent. You may, of course, continue to remain in possession of your property. However, if you default in any way in your obligations to us under this mortgage, we have the right to take immediate possession of your property. You may not use your property for any illegal purposes.

#### 7. WE ARE UNDER NO OBLIGATION TO MAKE ADVANCES TO YOU UNDER THE MORTGAGE

If for any reason we do not wish to advance the entire principal amount or any part of it to you;

- We are not bound to advance the principal amount or any part of it to you, even though the Mortgage Document is prepared, signed or registered. However, by signing the Mortgage Document you convey (transfer) all of your interest in your property to us. You will reimburse us on demand for all our expenses of investigating the title to your property and preparing and registering the Mortgage Document.

- Until we are reimbursed for our expenses they shall be a charge against your property and they will be added to the loan amount. If you do not pay our expenses the terms for Enforcing our Rights shall apply.

#### 8. TAXES

A. You will make monthly payments to us on account of the property taxes payable on your property so that we may pay the taxes when they become due.

B. We can deduct from the final advance of the principal amount enough money to pay all taxes due on or before the interest adjustment date and which have not been paid on the date the final advance is made.

C. You will make monthly payments to us on account of taxes. These payments will be made on the same dates that your regular monthly loan payments are to be paid to us. Each monthly payment will consist of 1/12th of our estimate of a year's taxes next becoming due and payable. The monthly payments should enable us to pay all taxes on or before the annual due date for the taxes. Or, if your taxes are payable in instalments, the monthly payments should enable us to pay each and every instalment of taxes on your property on or before the date on which the first instalment is due.

D. If, however, the annual due date or the first instalment date for the payment of your taxes is less than one year from the interest adjustment date, you will pay us equal monthly payments during that period and during the next 12 months. These equal monthly payments will be based on our estimate of the total taxes payable for both periods so that we will receive enough money from you to pay all taxes for both of those periods.

E. You will also pay to us on demand any amount by which the actual taxes on your property exceed our estimate of your taxes. Or, at your option we may increase the monthly payment to cover this amount.

F. We will pay your taxes from the monthly payment we receive from you as long as you are not in default under the mortgage. We are not obligated to make tax payments on the due dates or more often than once a year. If you have not paid us enough for taxes, we may still pay the taxes. This will create a debit balance in your tax account. Any debit balance is immediately payable by you. Until paid, any debit balance will be added to the loan amount and will be a charge against your property. We are under no obligation to advise you that a debit balance has been created.

G. We will pay you interest on any credit balance in your tax account. The interest we pay will not be less than that paid by The Bank of Nova Scotia ("The Bank") on their saving-chequing accounts. We will charge you interest on the debit balance in your tax account at the interest rate payable on the principal amount until the debit balance is paid to us in full.

H. If you default in any loan payment, we may apply the money in your tax account towards the repayment of either the interest which is due and payable, the loan amount or both.

I. You will send us, immediately upon their receipt all assessment notices, tax bills or tax notices which you receive.

## 9. PAYMENTS WE CAN MAKE

We can pay off any liens, claims or encumbrances against your property which we consider to have priority over the mortgage. We can also pay all our expenses of collecting any payments not received from you when due. These expenses will include all our legal expenses on a solicitor and client basis. You must immediately reimburse us at our request for the payment of all liens, claims or encumbrances against your property and our expenses that have been paid or incurred by us. Until paid, the payments will all be added to the loan amount and will be a charge against your property. Interest is payable by you on the payments made by us at the interest rate payable on the loan amount until they are paid to us in full. We may also exercise our right to collect the payments from you, together with interest due and payable, under Enforcing our rights.

If we pay off any liens, claims or encumbrances against your property, we will be entitled to all the rights, equities and securities of the person, company, corporation or Government so paid off.

## 10. TRANSFER OF LEASES AND RENTS

A. If you have leased or, at a later date, lease all or part of your property, then, at our request to you in writing, you will transfer and assign to us for the period remaining in the term of any such lease, less the final day of the term:

- i) All leases, lease agreements and their renewals (for which you must first obtain our written consent), other than the renewals which are provided for in any lease;
- ii) All rents and other money payable under the terms of all leases and agreements. However, we may allow you to receive the rents so long as there is no default by you in making your payments to us or in complying with your obligations to us under the mortgage; and
- iii) All rights under the leases and agreements as they affect your property.

In addition, you confirm that:

- i) You must obtain our prior written consent for any future leases of your property;
- ii) Nothing we do under this paragraph 10 shall put us in possession of your property;
- iii) However, if you default under the mortgage, we have the right to take possession of your property; and
- iv) We are not obligated to collect any rent or other income from your property nor to comply with any term of any lease or agreement.

## 11. INSURANCE

You will without delay insure, and keep insured in our favour and until the mortgage is discharged, all buildings covered by the mortgage (including those which will be built in the future both during construction and afterwards) against loss or damage by fire and other perils usually covered in fire insurance policies and against any other perils we request. Your policies must be in a form satisfactory to us and must include extended perils coverage and a mortgage clause stating that loss is payable to us. You must keep the buildings insured by a company approved by us for their replacement cost (the maximum amount for which the buildings can be insured) in Canadian dollars. If in our opinion you do not provide adequate insurance we can obtain insurance for you. What we pay for this insurance will immediately become payable by you to us. Any premium paid by us may be added to the loan amount and will be a charge against your property. Interest is payable by you on the premium paid by us at the interest rate payable on the loan amount until they are paid by you to us. You shall at our request transfer to us all insurance policies and receipts you have on the buildings and any proceeds from that insurance. At our request, you will give the insurance policies to us. If you do not:

- Maintain adequate insurance, as required in this paragraph, on the buildings;
- Deliver a copy of any insurance policy or receipt to us at our request; or
- Provide us with evidence at our request of any renewal or replacement of the insurance, at least fifteen full days before your insurance expires or is terminated;

we can, but are not obliged to, insure any of the buildings. What we pay for this insurance shall be added to the amount you owe under this mortgage and shall bear interest at the mortgage interest rate. You will pay this amount with your next monthly payment. If any loss or damage occurs, you will provide us immediately, at your expense, with all necessary proofs of claim. You will also do all necessary acts to enable us to obtain payment of insurance proceeds. The production of this mortgage will be sufficient authority for an insurance company to pay us any loss related to the insurance policy or to accept instructions from us dealing with the loss.

Insurance proceeds may, in whole or in part, at our option be:

- a) Applied to rebuild or repair the damaged buildings; or
- b) Paid to you; or
- c) Paid to any other person who owns or did own the property, as established by the registered title; or
- d) Applied, at our sole discretion, to the loan amount outstanding in whole or in part, whether due or not yet due.

## 12. KEEPING YOUR PROPERTY IN GOOD CONDITION

You shall keep your property in good condition and make any repairs needed. You shall not do anything, or let anyone else do anything, that lowers the value of your property. We can inspect your property at any reasonable time. If, in our opinion, you:

- Do not keep your property in good condition; or
- Do or allow anything to be done that lowers the value of your property;

we can make any repairs needed. The costs of any inspections and needed repairs are immediately payable by you. Until paid the costs will be added to the loan amount and will be a charge against your property. Interest is payable by you on these costs at the interest rate payable on the loan amount until the costs are paid to us in full.

## 13. ENVIRONMENTAL PROVISIONS

We (including, in this section, the Canada Mortgage and Housing Corporation if this is a CMHC-insured mortgage) may inspect your property and the buildings on it when we consider it appropriate. We may do this for any purpose but particularly to conduct environmental testing, site assessments, investigations or studies which we consider necessary. The costs of any testing, assessment or study will be payable by you and you will pay us the costs immediately after we give you notice of them. If you do not pay us when we request it, we can add the amounts to the outstanding balance under your mortgage and they will bear interest at your mortgage interest rate. If we do the things permitted under this section, we will not be considered to be in control of your property.

## 14. REPAYMENT OF LOAN AMOUNT ACCELERATED

The loan amount together with all interest which is due and payable and to which we are entitled becomes immediately payable, at our option, if:

- a) You default in paying any regular monthly loan payments, any portion of the loan amount, and interest that is due and payable or any other payment you are obliged to pay to us, or
- b) You fail to comply with any of your obligations under the mortgage, or
- c) Any lien is registered against your property or we receive written notice of any lien that is created as a result of unpaid property taxes, unpaid condominium maintenance fees, judgements or construction liens or other similar encumbrances, or
- d) Your property is abandoned, or

- e) Any buildings being erected or additions, alterations or improvements done on your property remain unfinished without work being done on them for 30 consecutive days, or
- f) You do or allow anything to be done to lessen the value of your property.
- g) You, or any party using your property with your permission, uses your property for illegal purposes.

#### 15. APPOINTING A RECEIVER OR RECEIVER-MANAGER TO RECEIVE INCOME

If you default in making your regular monthly loan payments or any other payments which you have agreed to make to us, or in complying with your obligations under the mortgage we can at our option, in writing, appoint a receiver or receiver-manager to collect any income from your property. We can also, in writing, appoint a new receiver or receiver-manager in place of any receiver or receiver-manager appointed by us. The receiver or receiver-manager is considered to be your agent and his defaults are considered your defaults.

The receiver or receiver-manager has the right to:

- Use any legal remedy (taken in your name or in his or its name) to collect the income from your property.
- Take possession of your property or part of it.
- Manage your property and maintain it in good condition.

From the income collected the receiver may:

- a) Retain a commission of 5% of the total money received or any higher rate permitted by a judge or other authorized officer.
- b) Retain enough money to pay disbursements spent on collecting the income.
- c) Pay all taxes, fire insurance premiums, expenses of keeping your property in good condition, interest on those payments and all other charges and interest on those charges that have priority over the mortgage.
- d) Pay us all interest that is due and payable under the mortgage and then pay us all or part of the loan amount whether it is due or not.

Nothing done by the receiver or receiver-manager puts us in possession of your property or makes us accountable for any money except for money actually received by us.

#### 16. ENFORCING OUR RIGHTS

A. If you default in making your regular monthly loan payments or any other payments that you are obliged to make to us under the mortgage, we may enforce any of the following remedies:

- i) Sue you – We may take such action as is necessary to collect the unpaid balance of the loan amount, the interest that is due and payable and our expenses.
- ii) Foreclose upon or sell your property – We may commence court proceedings to foreclose your remaining interest in your property. If we obtain a final order of foreclosure, your property will by law become our property absolutely.
- iii) Power of sale – If you default in making any payment for 15 days, we can on 35 days' notice to you enter on your property and:
  - a) Take possession of it;
  - b) Sell all or part of your property (for cash or on credit, or partly for cash and partly on credit) by private sale or public auction for the price and on those terms that can be obtained;
  - c) Lease it on such terms and for whatever period we may decide upon; or
  - d) Take any remedy available to us under British Columbia law.

Notice shall be given to you and to such other persons in the manner and as required by law at the time it is given. Where there are no such requirements, notice may be given to you at our option, by one or more of the following means:

- Personal service at your last known address;
- Registered mail at your last known address;
- Publication in a newspaper published in the county or district where your property is located;
- Leaving it with a grown-up person on your property; or
- Posting it on your property.

If default continues for three months, we may enter on, sell or lease your property without any notice unless notice is required by law.

We will use the net proceeds of the sale or lease after paying all our expenses concerning the taking, recovering or keeping possession of or the sale or lease of your property, to pay ourselves the interest that is due and payable and then to pay off the unpaid balance of the loan amount. Any balance remaining after all claims have been satisfied will be paid to you. If the amount we receive from the sale or lease of your property is less than what you owe us plus our expenses, you must pay us the difference.

B. Default in your obligations including default in payment – If you default in any obligation under the mortgage you will give us quiet possession of your property and we can enforce our rights and we can enter on your property at any time, without the permission of any person, and make all essential arrangements that we consider necessary to:

- Inspect, lease, collect rents or manage your property;
- Repair or put in order any building on your property; or
- Complete the construction of any building on your property.

We can also take whatever action is necessary to take possession, recover and keep possession of your property.

C. Sale of goods (commercial mortgage only)

If you fail to:

- Make any payments to us when they are due; or
- Make any other payments that you are obliged to make to us under the mortgage;

we can distrain against your goods. This means we can take any goods on your property and sell them as permitted by British Columbia law. The net proceeds from the sale will be applied to reduce the loan amount and the interest which is due and payable. Taking this action does not put us in possession of your property nor make us accountable for any money except the money we actually receive.

D. You will not interfere – If we enter into possession of your property in enforcing our above rights, you will not interfere with our possession of your property nor with the possession of anyone to whom your property is sold or leased. You agree not to make any claim concerning the sale or lease of your property against any one who buys or leases it from us, or anyone who buys or leases it after that time.

E. Our expenses – You will pay all our expenses of enforcing our rights. Our expenses include our costs of taking or keeping possession of your property, an allowance for the time and services of Scotia Mortgage Corporation's and/or The Bank of Nova Scotia's employees utilized in so doing, our legal fees on a solicitor and client basis and all other costs related to protecting our interest under the mortgage. All our expenses are immediately payable by you. Until paid our expenses will be added to the loan amount and will be a charge against your property.

Interest is payable by you on our expenses at the interest rate payable on the loan amount until our expenses are paid to us in full. These expenses can be deducted from the net proceeds of any sale or lease of your property. If the net proceeds from the sale or lease do not cover our expenses, you must pay us the difference immediately.

F. Judgements – If we obtain a court judgement against you for your failure to comply with any of your obligations to us under the mortgage, the judgement will not result in a merger of the terms of the judgement with our other remedies or rights to enforce your other obligations under the mortgage. We will continue to be entitled to receive interest on the loan amount at the rate charged on the loan amount and at the same times as provided for in the mortgage. The rate of interest payable on any judgement until it has been paid in

full shall be calculated and payable in the same way as interest is calculated under the mortgage and at the same rate that interest is payable on the loan amount until the judgement has been paid in full.

#### 17. DELAY IN ENFORCEMENT OF OUR RIGHTS

Any delay or extension of time granted by us to you or any other person in exercising the enforcement of any of our rights under the mortgage does not affect our rights to:

- a) Receive all payments you are obliged to make to us, when they are due and payable.
- b) Demand that you repay the loan amount and all interest which is due and payable, on any default by you.
- c) Have you comply with all of your obligations to us under the mortgage.
- d) Have any other person comply with the obligations that person has to us under the mortgage.

#### 18. BUILDING MORTGAGE TERMS

If the purpose of the mortgage is to finance construction or improvements on your property you shall so inform us in writing before any monies are available and shall provide us forthwith with copies of all contracts as they are entered into including copies of changes and amendments thereto. An improvement means any alteration, addition or repair to any building on your property or any construction, erection or installation on your property. You agree that construction shall occur only according to contracts, plans and specifications approved in writing by us in advance. You must complete all such buildings or improvements as quickly as possible and provide us with proof of payment of all contracts from time to time as we require. We will make advances (part payments of the principal amount) to you based on the progress of the construction, until either the completion and occupation or sale of your property. We will determine whether or not any advances will be made and when they will be made. Whatever the purpose of the mortgage may be, we may in our sole and absolute discretion hold back funds from advances until we are satisfied that you have complied with the holdback provisions of the **Builder's Lien Act**.

#### 19. RELEASING YOUR PROPERTY FROM THE MORTGAGE

We may establish the terms for the releasing of our interest in all or part of your property from the mortgage whether we receive value for our release or not. This means making a provision for discharging or partially discharging your property. If we release part of your property at any time from the mortgage, the rest of your property will continue to secure the loan amount and all interest payable to us under the mortgage. We are only accountable for money actually received.

If your property is subdivided before our interest in your property comes to an end, the mortgage will be secured by each part into which your property is subdivided. This means that each part will secure repayment of the total amount you owe us, even if we release another part of your property from the mortgage.

If any part of the property, or any land adjoining the property, is taken by the exercise of any power of expropriation or similar power, the entire compensation which you may be entitled to receive shall, at our option, be applied to reduce the balance of the mortgage including any penalty, fee or interest to which we have a right under this mortgage or the relevant legislation.

We can release you, any guarantor or any other person from performing any obligation contained in the mortgage or any other security document, without releasing any part of your property secured by the mortgage or any other security, and any such release shall not release any other person from the obligations in the mortgage.

#### 20. RENEWING OR OTHERWISE AMENDING THE MORTGAGE

We may from time to time enter into one or more written agreements with you (or with any one to whom your property is transferred) to amend this mortgage by extending the time for payment, renewing it or its term for further periods of time, changing the interest rate payable under this mortgage or otherwise altering the provisions of this mortgage. Whether or not there are any encumbrances on your property in addition to this mortgage at the time the agreement is entered into, it will not be

necessary to register the agreement on title in order to retain priority for this mortgage, as amended, over any instrument registered after this mortgage. Any reference in this mortgage to this mortgage means this mortgage as amended by any such agreement or agreements.

## 21. STRATA LOT PROVISIONS

If your property is a strata lot, you are to comply with the following obligations:

(In this section 21 the *Strata Property Act*, SBC 1998, C-43, as amended from time to time, is called the Act. Expressions used below which are the same as those in the Act have the same meaning as those in the Act, and the expression condominium property means the land and buildings comprised in the strata plan.)

- A. You will comply with all of the obligations contained in this mortgage, except as they may be modified by the Act, by-laws and rules of the strata corporation (the corporation) concerning your property and by the provisions contained in this paragraph.
- B. You will comply with the Act, by-laws and rules of the corporation.
- C. You will provide us with proof of your compliance from time to time as we may request.
- D. You will pay the common expenses for your property to the corporation on the due dates. You will pay your common expenses to us, if we ask you to do so, so that we can pay them. We can accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due.
- E. You will forward to us any notices, assessments, by-laws, rules and financial statements of the corporation.
- F. You will provide us, on request, with any documents and information that you receive from the corporation or are entitled to receive.
- G. You will maintain all improvements made to your unit and repair them after damage.
- H. You will not do or let anyone else do anything that lowers the value of your property.
- I. Insurance – In addition to the insurance which the corporation must obtain, you must:
  - i) Insure all improvements which you or previous owners have made to your unit;
  - ii) Obtain insurance for those additional risks that we require;
  - iii) Insure your common or other interest in buildings (whether presently existing or built in the future, both during construction and afterwards) which are part of the condominium property or assets of the corporation if the corporation fails to insure the buildings as required or if we require you to do so;
  - iv) Assign your insurance policies to us (as far as permitted by law) and your interest in the policies held by the corporation;
  - v) Provide us with proof that the required insurance is in force, as well as evidence of any renewal or replacement of the insurance, within fifteen full days before the insurance expires or is terminated;
  - vi) Do all that is necessary to collect insurance proceeds.

Each of your insurance policies (and those of the corporation) must comply with the following:

- Your property must be covered against destruction or damage by fire and other perils usually covered in fire insurance policies for the replacement cost (the maximum amount for which it can be insured) in Canadian dollars;
- We may stipulate the risks and perils which must be covered and what amounts you must insure for;
- We may approve the insurance company; and
- We may say what terms the policy must contain.

With respect to the corporation's insurance, we have the right to have the insurance proceeds used, as permitted by law, to repair or rebuild the buildings or to repay the loan amount and interest which is due and payable in full or in part or both.

If you fail to insure your property as required in this paragraph, we can, but are not obliged to, obtain any insurance which you are required to obtain. What we pay for this insurance will immediately become payable by you to us. If any loss or damage occurs, you, on behalf of the condominium corporation and yourself, will provide us immediately, at your expense, with all necessary proofs of claim. You will also do all necessary acts to enable us to obtain payment of insurance proceeds. You will seek to ensure the full compliance by the condominium corporation with its duties and obligations under the Act and the Declaration and By-Laws of the condominium corporation.

J. You must pay certain other expenses – In addition to our other rights and remedies contained in this mortgage, you will pay to us on demand, all our expenses in, relation to:

- Any by-law, resolution, rule or other matter (other than one for which only a vote of the majority present at the meeting is required);
- The enforcement of our right to have the corporation or any owner comply with the Act, by-laws and rules; and
- Our exercising any voting rights we may have.

Where our expenses related to other units as well as to your property, the amount you are required to pay will only be the expenses related to your property as we determine. All our expenses are immediately payable by you. Until paid our expenses will be added to the loan amount and will be a charge against your property. Interest is payable by you on our expenses at the interest rate payable on the loan amount until our expenses are paid in full to us.

K. Voting Rights – You authorize us to exercise your rights under the Act to vote, consent and dissent as far as permitted by the Act. You also authorize us to exercise your rights to receive your share of the corporation's assets and the proceeds from the sale of your unit and common interest or of the condominium property or any part of the common elements.

If we do not exercise your rights, you may do so. But you will do so according to any instructions we may give you. Before making a demand or election you must obtain our prior written approval. You must do this even if we do not have the right as between ourselves and the corporation, and even if we had previously arranged for you to exercise that right.

Nothing done under this paragraph puts us in possession of your property. We are not liable for any action we may take in doing what you have authorized us to do or for any failure to act. We may at any time revoke any arrangement we make for you to do anything you have authorized us to do.

L. Our Additional Rights under this Mortgage – You authorize us to do the following:

- i) Inspect your property at any reasonable time.
- ii) Do any needed maintenance or repairs after damage.
- iii) Inspect the corporation's records.
- iv) Remedy any failure of yours to comply with the Act or the by-laws and rules of the corporation.

M. Repayment of your Mortgage may be Accelerated – The loan amount together with all interest which is due and payable and to which we are entitled becomes immediately payable, at our option, if:

- i) The corporation fails to comply with the Act and the by-laws and rules of the corporation;
- ii) The corporation fails to:
  - insure all the condominium units and common elements according to law and according to any additional requirements of ours;
  - insure its assets if we so require and according to our requirements;
  - provide us with proof that the insurance is in force, if we ask for it, or
  - do all that is necessary to collect insurance proceeds;
- iii) The corporation does not in our opinion manage the condominium property and assets in a careful way;
- iv) The corporation fails to keep the corporation's assets in good repair and working order;

- v) The corporation makes any substantial modification to the common elements or the corporation's assets without our approval;
- vi) There has been substantial damage and the owners have voted for termination of the condominium;
- vii) A sale of the condominium property or any part of the common elements is authorized;
- viii) A court makes an order that the government of the condominium property by the Act be terminated;
- ix) The condominium property ceased to be governed by the Act;
- x) You fail to comply with your obligations in this paragraph 21.

Our rights will not be affected by the fact that we voted for or consented to the above termination, sale or order or to the condominium property not being governed by the Act.

- N. What we can do on Termination of the corporation – If your property ceases to be governed by the Act:
- All the terms of this mortgage apply to your interest in your property;
  - You authorize us to agree with anyone to a partition of the condominium property. We can also pay or receive money to ensure that the partition is equal and we can execute all documents and do all acts needed to carry out the partition;

Any money received by us (after payment of all our expenses) will be applied to reduce your loan amount.

## 22. LEASEHOLD PROVISIONS

If you are a tenant of your property, by signing the Mortgage Document you acknowledge receipt of the principal amount and charge your entire interest in your property (including any option to purchase but excluding the final day of your lease or of any extension or renewal of the lease) to us and our legal representatives and to anyone to whom the mortgage is transferred in any way as security for repayment of the loan amount and all other amounts payable under the mortgage. You also certify that:

- a) The property is leased to you and your legal or personal representatives under a lease, a copy of which you have provided to us;
- b) The lease is a binding and existing lease and all information you have provided to us concerning it is true;
- c) All rents payable under the lease have been paid to the date you sign the Mortgage Documents;
- d) You will pay the rent as it falls due, and comply with all terms of the lease;
- e) You have permission to or the right to assign the lease and to mortgage it;
- f) There are no limitations, restrictions (except building by-laws, zoning regulations and registered restrictions) or encumbrances on your interest under the lease, except as expressed in the lease.

You promise:

- a) To comply with the lease and not to do anything that would cause the lease to be terminated;
- b) Not to surrender the lease;
- c) Not to make any change in the lease without first obtaining our written consent;
- d) To give us a true copy of any notice or request you receive concerning the lease; and
- e) To notify us immediately if your landlord advises you of early termination or takes any steps to effect early termination of the lease.

## 23. DISCHARGE

When our interest in your property comes to an end, we will prepare for you a full release of our claim which is called a Discharge of Mortgage (the Discharge) or, if requested by you, an assignment of the mortgage. You will give us a reasonable time in which to prepare and sign either the Discharge or the assignment and you will pay our usual administrative fee for preparing, reviewing or signing either document and all legal and other expenses we incur in so doing. You will be responsible for registering and for the costs of registering any Discharge or assignment.

## 24. HEADINGS

Headings form no part of the mortgage. They are used so that parts of the mortgage can easily be referred to.

## 25. WHO IS BOUND BY THE MORTGAGE

You agree to observe and be bound by all of the terms and obligations contained in the mortgage. The mortgage will also be binding on your heirs, personal and legal representatives, successors or assigns, our successors, assigns or legal representatives and anyone else to whom your interest is transferred. As well, it will be binding on anyone to whom it is transferred from us. All persons who sign the Mortgage Document as mortgagors or guarantors are collectively and individually (that is, jointly and severally) bound to comply with all obligations under this mortgage.

## 26. GUARANTY

In return for us making you a loan, each guarantor, by signing the Mortgage Document, guarantees your payments (including interest, whether or not the interest rate is changed) and compliance with your obligations under the mortgage. Each guarantor agrees that, if you default in any payment or any other obligations, the guarantor will pay us all of the unpaid payments and comply with all of the obligations which you have not complied with. The guarantor agrees to be collectively and individually (that is, jointly and severally) responsible with the borrower and with any other guarantor for all obligations under this mortgage.

It is understood that we can without lessening the guarantor's liability and without obtaining the consent of or giving notice to the guarantor:

- Grant any extensions of time for payment and extension of the term of the mortgage, including any renewals of the mortgage or its term for further periods of time;
- Increase the rate of interest payable under the mortgage, either during the initial term or in any subsequent renewal period;
- Release the whole or any part of the property from the mortgage or any other security;
- Otherwise deal with the mortgagor, any other person (including any guarantor) any security (including the mortgage) or the property, including releasing, realizing on or replacing any security we may hold;
- Waive any provision of the mortgage or change any of the terms of the mortgage at any time during the initial term of the mortgage or in any subsequent renewal period;

either before or after requiring payment from any person without affecting any guarantor's guaranty. We may require payment from any guarantor without first trying to collect from you or any other person (including any guarantor) or on any security (including the mortgage). Each guarantor's obligations shall be binding upon the guarantor's successors or personal representatives.

END OF SET