

Use of the Property

You will provide us with at least ten (10) business days notice prior to leasing the property or selling or transferring any interest in it or giving possession or control to anyone else. You agree not to lease the property or to sell or transfer any interest in it or to give possession or control to anyone else without our written permission. The property must not be used in any illegal manner. You will provide us with at least ten (10) business days notice prior to removing the property from your Province or Territory for more than thirty (30) days. You agree not to remove the property from your Province or Territory for more than thirty (30) days without our written approval.

Ownership/Claims Against the Property

You confirm that you are the sole legal and beneficial owner of the property and no one but us has any other interest in the property. You will keep the property clear of all legal claims against it except ours. If you do not, we may settle the claim and charge you what it cost, including incidental expenses which include our legal expenses.

Insurance/Loss or Destruction of the Property

You must keep the property insured against loss or damage from fire and theft. If the property is a modular/mobile/mini home, you must also insure it against wind damage. You agree to carry additional coverage if we ask. You may purchase any insurance required by this agreement from an insurance company lawfully licensed to do so or through an agent of your choice. You may purchase any insurance required by this Chattel Mortgage from an insurance company lawfully licensed to do so or through an agent of your choice. You also agree not to assign the insurance to any other person.

The insurance you carry must be equal to the fair market value of the property. You give us the right to receive proceeds of all insurance covering the property and you shall notify your insurer that you have done so. If you fail to carry adequate insurance, we may get it for you and charge you for the premium, the cost of which shall be secured by the property.

If the property is damaged, you will use the proceeds of the insurance to repair the property. However, if the property is lost, stolen or significantly damaged, we may decide whether to use insurance proceeds to replace the property or to apply them to what you owe.

The loss, destruction or damage of the property does not excuse you from making payments unless the insurance proceeds paid to us pay the total balance due.

Special Payments

If we make any payments to take, hold, repair, maintain, insure or to defend claims against the property or we make any other payments for the purpose of remedying any failure by you to do something required of you under this Chattel Mortgage, you will, reimburse us for such payments. These payments will bear interest at the rate set out in the Loan Agreement and will be secured by the property.

Total Balance Due

Without prejudicing our rights to receive any benefits from insurance, we can require you, to the maximum extent permitted by applicable law, to pay at once the total balance due and anything else you owe us under the Loan Agreement or this Chattel Mortgage, without prior notice or demand, if any of the following events takes place:

1. You fail to pay an installment of your loan on time;
2. You fail to pay when we ask any amount we are entitled to charge you for making repairs, maintaining insurance or clearing claims against the property;
3. You break any of your promises under this Chattel Mortgage or the Loan Agreement;
4. You die, become insolvent or bankrupt;
5. The property is lost, stolen, destroyed or significantly damaged;
6. The property is seized in any legal proceeding;
7. The property you have pledged reduces in value to a level we consider unacceptable;
8. You use your property or allow it to be used for any illegal purposes;
9. Anything else happens that we believe endangers your ability to pay or that we believe endangers the property in any way.

Default

Under the Loan Agreement or this Chattel Mortgage and subject to provincial or territorial law, if you default on your loan, we have the right to be paid the total balance due by doing any of the following:

1. Suing you for what you owe;
2. Taking possession of the property held as security;
3. Both of the above;
4. Appointing a receiver to administer the property;
5. Exercising any other rights we may have.

Default under the Loan Agreement or this Chattel Mortgage is considered a default under all agreements. In that case, all amounts owing to us under all loans and credit accounts, including principal, interest and other costs and charges will be due and payable immediately.

If we take possession of the property, we will provide you notice as required by law. You can regain possession of the property before we sell it or have agreed to sell it, by paying us any payments in default and related default charges, and any reasonable costs we incurred taking, holding, repairing, insuring and maintaining your property, as well as any other expenses to which we are entitled, and by remedying any other default under this Chattel Mortgage or the Loan Agreement. This right of reinstatement can only be exercised as frequently as permitted by the *Personal Property Security Act* and/or as permitted by the applicable consumer protection legislation.

If you don't regain possession of the property we can sell the property at either a public or private sale. We may also sell the property on deferred payment terms or lease it. We will give you at least the amount of notice required in the jurisdiction where you live of the date, time and place of any public sale or of the date after which any private sale will be made. We will give you the amount left after we subtract the total amount you owed us plus our reasonable legal and other expenses of taking, maintaining and selling the property (**all our costs**) plus any amount we are required to pay to any other person. We will only be responsible for amounts of money actually received by us, to the maximum extend permitted by law.

If there is an unpaid balance still owing to us after we have sold the property you must pay us that amount, unless prohibited by law. If we enforce our rights to be paid the balance due by court proceedings, you will pay to us all our costs including all our legal costs on a solicitor/client basis, to the maximum extent permitted by law.

In addition to the rights specified here, we also have all rights, remedies and powers of a secured party under the *Personal Property Security Act*, as appropriate, and under other relevant legislation.

You agree that the limitation period applicable to this Chattel Mortgage and the Loan Agreement is extended to the greater of six years (three years in Quebec) or any longer period permitted by law.

Extensions or renewals

We may extend, renew, or amend the Loan Agreement secured by this Chattel Mortgage or replace it with another agreement without diminishing our interest in the property or our rights or your obligations under the Loan Agreement or this Chattel Mortgage. In addition, no waiver or delay in enforcing our rights shall act to diminish or cancel our rights under the Loan Agreement or this Chattel Mortgage.

Who is bound by this Chattel Mortgage

The Loan Agreement and this Chattel Mortgage are binding on you, your estate, your representatives and any person to whom it is assigned. This includes legal or personal representatives, or anyone else to whom this Chattel Mortgage (and the property covered by the security interest) is transferred.

If more than one person signs this Chattel Mortgage, the obligations set out in it are joint and separate (joint and several). This means each person is fully responsible for the entire debt. For joint accounts, each person may give us any instructions regarding this Chattel Mortgage without the agreement of any other person.

If any provision of this Chattel Mortgage is held to be invalid by a court, either completely or in part, the remaining provisions shall still be in effect and binding.

IN WITNESS WHEREOF this Chattel Mortgage has been duly executed by us and in the presence of a witness this _____ day of _____, 200__.

Borrower's Signature

Co-Borrower's Signature

Witness' Signature

Witness' Signature