

THE LAND TITLES ACT
M O R T G A G E

_____ (hereinafter called "the Mortgagor") being registered as owner of an estate in fee simple in possession, subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon, of that piece of land situate in Province of Alberta, in the Dominion of Canada, described as follows:

(which with the building and improvements ,are hereinafter called the " said lands")

IN CONSIDERATION OF the sum _____ **DOLLARS (\$** _____ **)**

lent to the Mortgagor by

(who and whose Successors and Assigns are hereinafter called "the Mortgagee") the receipt of which is hereby acknowledged, covenants with the Mortgagee:

1. **THAT THE** Mortgagor will pay to the Mortgagee at _____ **DOLLARS**
in lawful money of Canada, the above sum of _____
with interest thereon (or on so much as shall from time to time remain unpaid) at the rate of _____ per centum (_____ %) per annum, calculated half yearly not in advance as well after as before maturity until paid as follows:

(a) Interest at the said rate on the amounts from time to time advanced, computed from the respective dates of such advances, shall become due and be paid on the _____ day of _____, 19____ (hereinafter referred to as the "date for adjustment of interest");

(b) The said sum of _____ **DOLLARS**
with interest thereon at the said rate computed from the date for adjustment of interest, shall

become due and be paid by monthly instalments of \$ _____, each (which include and shall be applied firstly on interest and secondly on principal) on the _____ day of _____ A.D. 19____, until the whole of the monies hereby secured is fully paid;

(c) The balance of the monies due hereunder to become due and payable in any event on the _____ day of _____ A.D. 19_____.

The amount of principal money to be advanced under and secured by this mortgage is the sum of

DOLLARS

The rate of interest chargeable thereon is _____ (_____ %) per centum per annum, calculated half yearly and not in advance.

2. **THAT THE** Mortgagor will pay to the Mortgagee interest as aforesaid in a manner aforesaid on the said sum or on so much thereof as shall from time to time remain unpaid and that interest on becoming overdue shall forthwith be treated (as to payment of interest thereon) as principal and shall bear compound interest and, in addition, premiums of insurance or other sums of money paid by the Mortgagee for the protection of this security such as taxes, repairs or other encumbrances and all costs, charges and expenses connected therewith shall bear interest at the rate aforesaid as well after as before maturity of this mortgage, to be compounded half yearly, computed with rests and paid half yearly, commencing 6 months from the date hereof and every 6 months thereafter in each year and all such interest, compound interest and sums of money paid by the Mortgagee for the protection of this security shall be a charge on the said lands. In the event of nonpayment of any of the monies hereby secured at the time herein set for payment thereof the Mortgagor will, so long as any part thereof remains unpaid, pay interest at the said rate from day to day on the same.

3. **THAT THE** Mortgagor will forthwith insure and during the continuance of this security keep insured in Insurance favour of the Mortgagee against loss or damage by fire, tempest, tornado, cyclone and lightning each and every building on the said lands and which may hereafter be erected thereon for the full insurable value thereof in an insurance company acceptable to the Mortgagee and will pay all premiums and sums of money necessary for such purpose as the same become due; and will forthwith assign, transfer and deliver over unto the Mortgagee the policy of insurance and receipts thereto appertaining; and if the Mortgagor shall fail to keep said buildings or any of them insured as aforesaid, or to deliver such policies and receipts or to produce to the Mortgagee at least three days before the termination of any such insurance evidence of the renewal thereof, the Mortgagee shall be entitled but shall not be obligated to insure the said buildings or any of them. The Mortgagor shall forthwith on the happening of any loss or damage, furnish at the expense of the Mortgagor all necessary proofs and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies. Any insurance money received may, at the option of the Mortgagee, either be applied in rebuilding, reinstating or repairing the premises or may be applied on account of the last or any other instalment of principal or of interest payable hereunder or may be applied partly in one way and partly in another, as the Mortgagee may determine.

4. **THAT THE** Mortgagor will pay when and as the same fall due all taxes, rates, assessment, liens, charges, encumbrances or claims, including local improvement taxes, which are or may be become rated, charged or claimed against the said lands or on this mortgage or on the Mortgagee in respect of this

mortgage; provided that in default of payment by the Mortgagor of monies for taxes aforesaid, then the Mortgagee may pay such taxes and also any liens, charges and encumbrances which may be charged against the said land and all monies expended by the Mortgagee for any of such purposes shall be repaid by the Mortgagor to the Mortgagee forthwith, and shall be a charge upon the said lands and shall bear interest at the rate aforesaid until paid.

5. **THAT ALL** erections, buildings, fences, and improvements, fixed or otherwise, now on or hereafter put on the said land are and shall in addition to other fixtures thereon be and become fixtures and form part of the realty and of the security and are included in the expression the said lands, and that the Mortgagor will not commit any act of waste thereon, and that the Mortgagor will at all times during the continuance of this security, the same repair, maintain, restore, amend, keep, make good, finish, add to and put in order, and in the event of any loss or damage thereto or destruction thereof, the Mortgagee may give notice to the Mortgagor to repair, rebuild, or reinstate the same within a time to be determined by the Mortgagee and to be state in such notice, and upon the Mortgagor failing so to repair, rebuild, or reinstate within such time such failure shall constitute a breach of covenant hereunder and thereupon the mortgage monies shall at the option of the Mortgagee become immediately due and payable and that without any demand by the Mortgagee upon the Mortgagor, provided that the Mortgagee may repair, rebuild or reinstate the said lands and that any and all sums of money paid by the Mortgagee for the said purposes shall be deemed to be monies paid by the Mortgagee for the protection of this security. This provision shall be in addition to any statutory covenants implied in this mortgage.

6. **THE MORTGAGOR** covenants with the Mortgagee that:

- (a) The Mortgagor has a good title to the said lands;
- (b) The Mortgagor has the right to mortgage the said lands;
- (c) On default the Mortgagee shall have quiet possession of the said lands, free from a 1 1 encumbrances;
- (d) The Mortgagor will execute such further assurances of the said lands as may be requisite;
- (e) The Mortgagor has done no act to encumber the said lands.

7. **THE MORTGAGOR** further covenants with the Mortgagee that in the event of default be an made in any of the covenants agreements, provisos, or stipulations expressed or implied herein;

- (a) The Mortgagee at the Mortgagee's option may, at the Mortgagor's expense and when an to such extent as the Mortgagee deems advisable, observe and perform or cause to be observed and performed such covenant, agreement, proviso or stipulation.
- (b) The Mortgagee may send or employ an Inspector or Agent to inspect and report upon the value, state and condition of the said lands and a Solicitor to examine and report upon the Title to the same.

(c) The Mortgagee may enter into possession, either by himself or his agent, of the said lands and whether in or out of possession collect the rents and profits thereof, and make any demise or lease of the said lands or any part thereof for such terms, periods, and at such rent as the Mortgagee shall think proper.

(d) It shall and may be lawful for, and the Mortgagor does hereby grant full power, right and license to the Mortgagee to enter, seize and distrain upon the said lands or any part thereof, and by distress warrant to recover by way of rent reserved as in the case of demise of the lands as much of the mortgage monies as shall from time to time be or remain in arrears and unpaid, together with all costs, charges and expenses attending such levy or distress, as in like cases of distress for rent.

(e) The whole of the monies secured hereunder shall, at the option of the Mortgagee, become due and payable.

(f) The Mortgagee may exercise each of the foregoing powers without notice to the Mortgager.

(g) All party costs and all solicitor and client costs and all legal and other expenses of the Mortgagee in connection with this Mortgage together with interest thereon at the said rate shall be repaid by the Mortgagor to the Mortgagee upon demand, and in the meantime the amount of such payments shall be added to the Mortgagee's equity and shall bear interest as aforesaid, and all such payments shall become part of the Mortgagee's security under this mortgage and shall be applied in reduction of the Mortgagor's estate and interest in the said lands and premises.

8 THE MORTGAGOR further covenants with the Mortgagee that:

(a) The taking of a judgement on any of the covenants or agreements herein contained shall not operate as a merger thereof:

(b) The Mortgagee may at any time release any part of the said lands, or any of the covenants and agreements herein contained, or any collateral security, either with or without any consideration therefor and without being accountable for the value thereof, or for any money except what is actually received, and without thereby releasing or affecting any other of the said lands or any of the other covenants or agreements I herein contained or releasing any surety or any other security;

(c) Neither execution nor registration nor acceptance of the mortgage, nor the advance of part of the monies secured hereby, shall bind the Mortgagee to advance the said principal sum or any unadvanced portion thereof, but nevertheless this mortgage shall take effect forthwith on the execution of these presents, and if the principal sum or any part thereof shall not be advanced at the date hereof, the Mortgagee may advance the same in one or more sums to or on behalf of the Mortgagor at any future date or dates and the amount of such advances when so made shall be secured hereby and repayable with interest as herein provided;

(d) The Mortgagee may pay off any charges or encumbrances against the said lands and in such case shall be subrogated to the rights of holders of such charges and encumbrances whether the same are or are not discharged.

(e) The Mortgagee shall not be charged with any monies receivable or collectable out of the said lands or otherwise except those actually received and the Mortgagee may, at the Mortgagee's option, use any such monies in maintaining, insuring, repairing or improving the said lands or in payment of taxes or other charges against the said lands.

Attornment

9. **FOR BETTER** securing the punctual payment of the said monies payable here under the Mortgagor hereby attorns and becomes tenant to the Mortgagee of the said lands at a monthly rental equivalent to the monthly instalments secured hereby, the same to be paid on each day appointed for the payment of instalments, and if any judgement execution or attachment shall be issued against any of the goods and lands of the Mortgagor or if the Mortgagor shall become insolvent or bankrupt or commit an act of bankruptcy within the meaning of The Bankruptcy Act or shall take the benefit of any statute relating to bankruptcy or insolvent debtors. then such rental shall, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and the Mortgagor. The Mortgagee may at any time after default hereunder enter upon the said lands or any part thereof, and determine the tenancy hereby created without giving the Mortgagor any notice to quit; but neither this clause nor anything done by virtue thereof, shall render the Mortgagee a mortgagee in possession or accountable for any monies except those actually received.

Waiver

10. **THAT A WAIVER** of any default by the Mortgagee shall be deemed to extend to the particular default only and shall not prejudice or affect the Mortgagee's right with respect to subsequent default.

Collateral

11. **THAT A DEFAULT** in the due performance by the Mortgagor of any of the Mortgagor's covenants Remedies I contained in any collateral security or securities which may now or at any time be held or taken by the Mortgagee in respect of the sum secured hereby shall in addition to its usual effect have the same effect and rise to the same rights and remedies as a default under the terms of this mortgage, and in the event of the Mortgagee becoming entitled to take legal proceedings of any nature whatsoever against the Mortgagor in respect of this mortgage or in respect of any of the said collateral securities, the mortgagee may either concurrently with such suite, successively or otherwise pursue any or all of the Mortgagee's other remedies, and should the Mortgagee so pursue one or another of the said remedies, this shall not constitute an election by the Mortgagee to abandon any of the other remedies.

12. **WHEREVER THE** singular number or masculine gender is used in this instrument the same shall be construed as including the plural and feminine and neuter respectively where the fact or context so requires; and in any case where this mortgage is executed by more than one party all covenants and agreements herein contained shall be construed and taken as against such executing parties as joint and several; and the heirs, executors, administrators, successors and assigns of any party executing this mortgage are jointly and severally bound by the covenants, agreements, stipulations, and provisos herein contained. The covenants, agreements, stipulations and provisos herein stated shall be in addition to those granted or implied by statute.

