

Standard Mortgage Terms
Filed by The Toronto-Dominion Bank ("TD Bank")

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The Land Title Act

The following set of STANDARD MORTGAGE TERMS shall be deemed to be included in every Mortgage in which the set is referred to by its filing number, as provided in section 219.1 of the above Act.

1. Definitions

In this set of Standard Mortgage Terms:

- (a) **Bank** means The Toronto-Dominion Bank.
- (b) **Costs** means the fees, costs, charges and expenses of the Bank of and incidental to:
 - (i) the preparation, execution and registration of the Mortgage and any other instruments connected herewith;
 - (ii) the collection, enforcement, realization of the security herein contained;
 - (iii) procuring payment of the Indebtedness due and payable hereunder, including foreclosure, power of sale or execution proceedings commenced by the Bank or any other party;
 - (iv) any inspection required to be made of the Property;
 - (v) all necessary repairs required to be made to the Property;
 - (vi) the Bank's having to go into possession of the Property and secure, complete and equip the building or buildings in any way in connection therewith;
 - (vii) the Bank's renewal of any leasehold interest;
 - (viii) the exercise of any of the powers of a receiver contained herein; and
 - (ix) all solicitor's costs, costs and expenses of any necessary examination of the title to and of valuation of the Property.

Costs shall:

- (i) extend to and include legal costs incurred by the Bank as between solicitor and his own client;
 - (ii) be payable forthwith by the Mortgagor;
 - (iii) bear interest at the Interest Rate; and
 - (iv) be a charge on the Property prior to all claims thereon subsequent to this Mortgage.
- (c) **Fixtures** include but are not limited to furnaces, boilers, oil burners, stokers, water heaters, electric light fixtures, window blinds, screen and storm doors and windows, air conditioning, plumbing, cooling and heating equipment and all apparatus and equipment appurtenant to the Property.
- (d) **Indebtedness** means all monies and liabilities matured or not, whether present or future, direct or indirect, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or howsoever incurred from or by the Mortgagor, as principal or surety, whether alone or jointly with any other person and in whatever name style or firm, whether otherwise secured or not and whether arising from dealings between the Bank and the Mortgagor or from other dealings or proceedings by which the Bank may become a creditor of the Mortgagor including, without limitation, advances upon overdrawn account or upon bills of exchange, promissory notes or other obligations discounted for the Mortgagor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities, or any portion thereof, now or hereafter owing or incurred from or by the Mortgagor and all interest, damages and Costs, and all premiums of insurance upon the buildings, Fixtures and improvements now or hereafter brought or erected upon the said Property which may be paid by the Bank and Taxes.
- (e) **Interest Rate** means the Interest Rate set out in this Mortgage.
- (f) **Mortgage** means this Mortgage made pursuant to the Land Title Act and any amendments thereto, to which the Mortgagor and the Mortgagee are parties and which is dated as of the date of signature of the first named Mortgagor who signs the Mortgage.
- (g) **Mortgagee** means the Bank.
- (h) **Mortgagor** means each Mortgagor described in this Mortgage.
- (i) **Principal Amount** means the Principal Amount in lawful money of Canada set out in this Mortgage.
- (j) **Property** means the property described in this Mortgage and in a Schedule to this Mortgage, if required, and includes all buildings, Fixtures and improvements now or hereafter brought or erected thereon.
- (k) **Spouse of Mortgagor** means each Spouse of Mortgagor described in this Mortgage.
- (l) **Taxes** means all taxes, rates and assessments, municipal, local, parliamentary or otherwise.

If the Property is a strata lot created under the Condominium Act (British Columbia) as amended from time to time, the following definitions apply:

- (m) **Strata Corporation** means the Corporation which was created by the deposit of the Strata Plan in a Land Title Office pursuant to Section 13 of the Condominium Act.
- (n) **Common Expenses** means the expenses of the performance of the duties and powers of the Strata Corporation and any expenses specified as common expenses in the Condominium Act (British Columbia).

2. Mortgage of Property

The Mortgagor has, at the request of the Bank, agreed to give this Mortgage as a CONTINUING COLLATERAL SECURITY for payment to the Bank ON DEMAND of the Indebtedness, provided that such security be limited to the Principal Amount plus Costs with interest thereon at the Interest Rate. Interest at the Interest Rate is calculated and payable monthly, not in advance, before and after demand, default and judgment with interest on overdue interest and on all other amounts charged to the Mortgagor hereunder at the Interest Rate. The Mortgagor,

- (a) if the Property is freehold property, hereby mortgages the Property to the Bank; or
- (b) if the Property is a leasehold interest, hereby mortgages and sub-leases the Property to the Bank for and during the unexpired residue of the term of the lease, except the last day thereof, and all other estate, term, right of renewal and other interest of the Mortgagor in the lease;

to secure the repayment of the Indebtedness and the performance of all of the obligations of the Mortgagor contained herein. The Mortgagor hereby releases to the Bank all its claims upon the Property until the Mortgagor has repaid the Indebtedness and performed all of the obligations of the Mortgagor in the manner provided by this Mortgage.

3. Covenants of the Mortgagor

The Mortgagor hereby covenants with the Bank that:

- (a) The Mortgagor will ON DEMAND pay the Indebtedness and observe all provisos, conditions and agreements contained herein;
- (b) The Mortgagor has a good title in fee simple to the Property (unless the Mortgagor is a lessee of the Property), save and except prior registered encumbrances;
- (c) The Mortgagor has the right to mortgage the Property to the Bank;
- (d) On default, the Bank shall have quiet enjoyment and quiet possession of the Property, free from all encumbrances, save as aforesaid;
- (e) The Mortgagor will, before or after default, execute such further assurances of the Property and do such other acts, at the Mortgagor's expense, as may be reasonably required;
- (f) The Mortgagor will insure the Property to an amount of not less than the Principal Amount PROVIDED that if and whenever such amount be greater than the insurable value of the buildings, Fixtures and improvements now or hereafter brought or erected upon the Property, such insurance shall not be required in any greater amount than such insurable value and if and whenever the same shall be less than the

insurable value the Bank may require such insurance to the full replacement value. It is further agreed that the Bank may require any insurance hereunder to be cancelled and new insurance effected by an insurer to be approved by it and also may of its own accord effect or maintain any insurance herein provided for and any amount paid by the Bank therefor shall be payable forthwith to the Bank with interest at the Interest Rate by the Mortgagor and shall be a charge upon the Property prior to all claims thereon subsequent to this mortgage; and the Mortgagor agrees that the Mortgagee shall have the right to apply the said insurance monies to the payment of the Indebtedness hereby secured notwithstanding any law, equity or statute to the contrary, and in particular the Fires Prevention (Metropolitan) Act, 1774, and all rights and benefits of the Mortgagor thereunder are hereby expressly waived;

- (g) The Mortgagor will in each year within ten (10) days after the Taxes become due and payable produce to and leave with the Bank the duly receipted tax bills for that year covering the Property;
- (h) This Mortgage shall be void UPON REPAYMENT of the Indebtedness upon demand; or without demand, UPON PERMANENT REPAYMENT of the Indebtedness, with written notice to such effect to the Bank. Any payment appropriated as a permanent reduction of this Mortgage shall be first applied against interest accrued hereunder. The Mortgagor releases to the Bank all the Mortgagor's claims upon the Property until the Mortgagor has repaid the Indebtedness and performed all of the obligations of the Mortgagor in the manner provided by this Mortgage;
- (i) The Mortgagor agrees to assign to the Bank forthwith upon the request of the Bank as additional security for payment of the Indebtedness and the performance of the covenants herein contained, any present or future lease which may be granted by the Mortgagor as to the whole or any portion of the Property and agrees to deliver to the Bank executed copies of all such leases at the written request of the Bank. The Mortgagor covenants to perform and comply with all lessor's covenants contained in any leases assigned by the Mortgagor to the Bank. Notwithstanding the assignment or assignments of any lease or leases by the Mortgagor to the Bank, it is nevertheless declared and agreed that none of the rights or remedies of the Bank under this Mortgage shall be delayed or in any way hindered or prejudiced by such assignment or assignments or by any act of the Bank pursuant thereto.

4. Additional Covenants if Property is a Leasehold Interest

The Mortgagor covenants with the Bank that:

- (a) The Mortgagor has a good leasehold title to the Property;
- (b) The Mortgagor has a right to charge and sublet the leasehold title to the Property to the Bank in the manner herein provided and, if required, has obtained the lessor's consent to this Mortgage;
- (c) Neither the Mortgagor nor any other person has heretofore made, done, committed or suffered any act to encumber the lease or any part thereof;
- (d) The lease is a good, valid and subsisting lease and not surrendered, forfeited, amended or become void or voidable and the rents and covenants reserved have been duly paid and performed by the Mortgagor up to the date of signature of the Mortgagor;

- (e) During the continuance of this Mortgage, the Mortgagor will not amend, surrender or modify the lease without the written consent of the Bank and will pay the rent reserved by the lease and perform and observe the covenants, provisos and conditions contained in the lease and on the lessee's part to be performed and observed and hereby agrees to keep the Bank indemnified against all actions, claims and demands whatsoever in respect of the said rent and covenants or anything relating thereto; and
- (f) The Mortgagor will stand possessed of the Property for the last day of the term or of any renewal term granted by the lease in trust for the Bank, and will assign and dispose thereof as the Bank may direct, but subject to the same right of redemption and other rights as are hereby given to the Mortgagor with respect to the derivative term hereby granted.

5. Repair and Maintenance of Property

The Mortgagor covenants with the Bank that the Mortgagor will keep the Property in good condition and repair. The Bank may, whenever it deems it necessary, by its surveyor or agent enter upon and inspect the Property and the Mortgagor shall pay the Costs associated therewith. If the Mortgagor or anyone claiming under him neglects to keep the Property in good condition and repair or commits any act of waste on the Property or does anything by which the value of the Property shall be diminished, as to all of which the Bank shall be sole judge, or makes default as to any of the covenants or provisos herein contained, the Indebtedness shall, at the option of the Bank, forthwith become due and payable. In default of payment thereof the powers of entering upon and leasing or selling hereby given may be exercised forthwith, and the Bank may make such repairs as it deems necessary and the Costs thereof shall be paid by the Mortgagor.

6. Obligation to Build Diligently

The Mortgagor covenants with the Bank that if the Mortgagor fails at any time for a period of ten days to diligently carry on the work of construction of any building or buildings being or to be erected on the Property or, without the consent in writing of the Bank, departs in such construction from any plans and specifications thereof which must be approved by the Bank or from the generally accepted standards of construction in the locality of the Property, or permits any construction or other lien to be registered against the Property for any period exceeding thirty days, the Bank at its option at any time thereafter through its agents or contractors may enter the Property and have exclusive possession thereof and of all materials, plant, gear and equipment thereon free of interference from or by the Mortgagor and complete the construction of the building or buildings either according to the said plans and specifications or according to other plans, specifications or design as the Bank in its absolute discretion shall elect. All Costs in connection therewith shall be payable by the Mortgagor.

7. Remedies on Default of Mortgagor

It is hereby provided that:

- (a) Power to lease or sell property - The Bank, on default of payment of the Indebtedness or any portion thereof for the minimum default period, on giving the minimum notice, according to applicable law, may enter on, lease or sell the Property. Provided further that on default of payment of the Indebtedness or any portion thereof for the minimum default period, according to applicable law, the foregoing power of entry, leasing and selling may be exercised by the Bank without any notice whatsoever.

(b) Rights of Bank in Sale of Property -

- (i) Where the laws of the jurisdiction wherein the Property is located permit, the Bank in the event of default by the Mortgagor in payment of the Indebtedness or any portion thereof may sell the Property or any part thereof or, if the Property is a leasehold interest, sell the unexpired term of years demised by the lease or any part thereof by public auction or private sale for such price as can reasonably be obtained therefor and on such terms as to credit and otherwise and with such conditions of sale as it shall in its discretion deem proper, and in the event of any sale on credit or for cash or for part cash and part credit, the Bank shall not be accountable for or be charged with any monies until actually received by it. The Bank may rescind or vary any contract of sale and may buy in and re-sell the Property or any part thereof without being answerable for loss occasioned thereby; and no purchaser shall be bound to enquire into the legality, regularity or propriety of any sale or be affected by notice of any irregularity or impropriety; and no lack of default or want of notice or other requirement or any irregularity or impropriety of any kind shall invalidate any sale hereunder, but the Bank alone shall be responsible. The Bank may sell without entering into actual possession of the Property and while in possession shall be accountable only for monies which are actually received by it and sales may be made by it from time to time of parts of the Property to satisfy any portion of the Indebtedness, leaving the residue thereof secured hereunder on the remainder of the Property, or may take proceedings to sell and may sell the Property or any portion of the Property subject to the balance of the Indebtedness not yet due at the time of the said sale.
- (ii) **Disposition of Leasehold Property** - If the Property is a leasehold interest, the Mortgagor hereby irrevocably appoints the Bank as the Mortgagor's substitute to be the Mortgagor's attorney during the continuance of this security. In the event of default and on giving the notice contemplated herein to the Mortgagor for and on behalf of the Mortgagor, the Bank may assign the lease and convey the Property and the last day of the term granted by the lease as the Bank shall at any time direct, and in particular, upon any sale made by the Bank under the statutory power or power of sale herein contained, to assign the lease and convey the Property and the said reversion to the purchaser. It is hereby declared that the Bank or other person for the time being entitled to the Indebtedness may at any time, by deed, remove the Mortgagor or any other person from being a trustee of the lease under the declaration of trust hereinbefore declared and on the removal of the Mortgagor or any future trustee of the lease, appoint a new trustee or trustees in the Mortgagor's place.
- (iii) If the Property is a leasehold interest, the Mortgagor will, with respect to the lease, at the request of the Bank, but at the cost, charge and expense of the Mortgagor, grant and assign unto the Bank, or the person whom it may appoint, the last day of the said term hereinbefore excepted or any renewal or substituted term; and further, in the event of the Bank making any sale under the power of sale herein contained the Mortgagor shall stand seized and possessed of the Property for the last day of the said term hereinbefore excepted, and of any renewal or substituted term, and of all rights of renewal in trust for the purchaser or purchasers, his or their heirs, executors, administrators, successors and assigns.
- (c) **Costs of Sale of Property** - The Costs of any sale proceedings hereunder, whether such sale proves abortive or not, incurred in taking, recovering or keeping possession of the Property or in enforcing the personal remedies under this Mortgage or by reason of non-payment or in procuring payment of the Indebtedness shall be payable by the Mortgagor whether any action or proceeding has commenced or not.

8. Appointment of Receiver

If the Mortgagor shall be in default in the observance or performance of any of the terms, conditions, covenants or payments described herein or in any additional or collateral security given by the Mortgagor to the Bank then the Bank may in writing, appoint any person, whether an officer or employee of the Bank or not, to be a receiver of the Property and the rents and profits derived therefrom, and may remove the receiver so appointed and appoint another in his stead. The term "receiver" as used in this Mortgage includes a receiver and manager. The following provision shall apply to this paragraph:

- (a) The receiver so appointed is conclusively the agent of the Mortgagor, and the Mortgagor shall be solely responsible for the acts or defaults and for the remuneration and expenses of the receiver. The Bank shall not be responsible in any way for any misconduct or negligence on the part of the receiver and may, from time to time, fix the remuneration of the receiver and be at liberty to direct the payment thereof from proceeds collected;
- (b) Nothing contained herein and nothing done by the Bank or by the receiver shall render the Bank a mortgagee in possession or responsible as such;
- (c) All monies received by the receiver, after providing for payment and charges ranking prior to this Mortgage and for all applicable Costs, charges and expenses of or incidental to the exercise of any of the powers of the receiver as hereinafter set forth, shall be applied in or towards satisfaction of the remaining Indebtedness;
- (d) The receiver so appointed shall have power to:
 - (i) take possession of and collect rents and profits from the Property charged by this Mortgage and any additional or collateral security granted by the Mortgagor to the Bank and for that purpose may take any proceedings, be they legal or otherwise, in the name of the Mortgagor or otherwise;
 - (ii) carry on or concur in carrying on the business which the Mortgagor is conducting on and from the Property and for that purpose, with court approval where required, borrow money on the security of the Property in priority to this Mortgage; and
 - (iii) lease all or any portion of the Property and for that purpose execute contracts in the name of the Mortgagor which said contracts shall be binding upon the Mortgagor;
- (e) The rights and powers conferred herein are supplemental to and not in substitution for any other rights which the Bank may have from time to time.

9. Taking Possession of Personal Property

The Bank may distrain for arrears of any portion of the Indebtedness. The Mortgagor hereby waives the right to claim exemption and agrees that the Bank shall not be limited to the amount for which it may distrain.

10. Quiet Possession

Until default of payment the Mortgagor shall have quiet possession of the Property.

11. Release of Property by Bank

It is hereby agreed by the Mortgagor that the Bank may at its discretion at all times release any part or parts of the Property or any other security or any surety for the Indebtedness or any portion thereof either with or without any sufficient consideration therefor, without responsibility therefor and without thereby releasing any other part of the Property or any person from this Mortgage or from any of the covenants herein contained and without being accountable to the Mortgagor for the value thereof or for any money except that actually received by the Bank, it being expressly agreed that every part or lot into which the Property is or may hereafter be divided does and shall stand charged with the whole of the Indebtedness.

No extension of time given by the Bank to the Mortgagor, or any one claiming under the Mortgagor or any other dealing by the Bank with the owner or owners of the equity of redemption of the Property or of any part thereof shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable for the payment of the Indebtedness or any portion thereof.

12. Payment of Other Charges and Performance of Other Obligations by Bank

The Mortgagor hereby agrees that:

- (a) The Bank may satisfy any charge now or hereafter existing or to arise or be claimed upon the Property and the amount so paid shall be added to the Indebtedness and bear interest at the Interest Rate and shall be payable forthwith by the Mortgagor to the Bank and in default of payment, the Indebtedness shall become payable and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Bank satisfying any such charge or claim, it shall be entitled to all equities and securities of the person or persons so satisfied and it may retain any discharge unregistered for six months and thereafter as long as it may think proper until paid; and
- (b) If the Property is a leasehold interest, and if the Mortgagor shall refuse or neglect to renew the lease or any renewals thereof granted hereafter, then, as often as it shall happen, the Bank may effect such renewals in its own name or otherwise, and every renewal of the lease and the Property thereby demised shall remain and be security to the Bank for the Indebtedness. All Costs in connection therewith shall be payable by the Mortgagor.

13. Sale or Transfer of Property by the Mortgagor

The Mortgagor covenants and agrees with the Bank that:

- (a) The Mortgagor will not without the prior consent in writing of the Bank, sell, transfer or otherwise dispose of the Property or any portion thereof or any interest therein; and, in the event of such sale, transfer or other disposition, without the consent of the Bank, the Indebtedness hereby secured shall, at the option of the Bank, forthwith become due and payable; and
- (b) If the Property is a leasehold interest, no sale or other dealing by the Mortgagor with the lease or the Property or any part thereof or any other dealing by the Bank with the lease or the Property or any part thereof, shall in any way affect or prejudice the rights of the Bank against the Mortgagor or any other person liable to repay the Indebtedness hereby secured.

14. Mortgage Not a Substitute for Any Other Security

It is hereby expressly agreed by the Mortgagor that this Mortgage shall not create any merger, rebate or discharge of any debt owing to the Bank or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Bank, whether from the Mortgagor or any other party or parties whomsoever and this Mortgage shall not in any way affect any security held or which may hereafter be held by the Bank for the Indebtedness or any portion or portions thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Bank for or on account of the Indebtedness or any portion or portions thereof nor shall the remedies of the Bank in respect thereof be affected in any manner whatsoever.

15. Judgments

The taking of a judgment or judgments against the Mortgagor on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Bank's right to interest on the Indebtedness at the Interest Rate, and further that any such judgment may provide that interest hereon shall be computed at the Interest Rate until such judgment shall have been fully paid and satisfied.

16. Bank May Appropriate Payments to Any Debt

It is hereby agreed that the Bank shall have the right at any time, subject to applicable law, to appropriate any payment made as a temporary or permanent reduction of any portion of the Indebtedness, whether the same be represented by open account, overdraft or by any bills, notes or other instruments and whether then due or to become due and may from time to time, subject to applicable law, revoke or alter such appropriation and appropriate such payment as a temporary or permanent reduction of any other portion of the Indebtedness as in its sole and uncontrolled discretion it may see fit.

17. Mortgage Continuing Security

It is hereby agreed that this Mortgage may secure a current or running account and shall stand as a continuing security to the Bank for the payment of the Indebtedness and all interest, damages and Costs which may become due or payable to the Bank or which may be paid or incurred by the Bank upon or in respect of the Indebtedness or any portion thereof notwithstanding any fluctuation or change in the amount, nature or form of the Indebtedness or in the bills, notes or other obligations now or hereafter representing the same or any portion thereof or in the names of the parties to the said bills, notes or obligations or any of them.

18. Additional Covenants if Property a Strata Lot

The Mortgagor covenants with the Bank that:

- (a) The Mortgagor will promptly observe and perform all obligations imposed on the Mortgagor by the Condominium Act as enacted from time to time, and by any Bylaws that may be passed by the Strata Corporation of which the Mortgagor is a member, by virtue of the Mortgagor's ownership of the Property. Any breach of the said duties and obligations shall constitute a breach of covenant under this Mortgage.
- (b) Without in any way limiting or restricting the generality of the foregoing:
 - (i) The Mortgagor will pay promptly when due any contributions to Common Expenses required of the Mortgagor as an owner of the Property;

- (ii) The Mortgagor will transmit to the Bank forthwith upon the demand of the Bank satisfactory proof that all Common Expenses assessed against or in respect of the said Property have been paid as assessed;
 - (iii) The Bank may pay out of and deduct from any advance of the Principal Amount secured hereunder all contributions to the Common Expenses assessed against or in respect of the said Property which have become due and payable and are unpaid at the date of such advance; and
 - (iv) Whenever and so long as the Bank so requires the Mortgagor shall on or before the date when any sum becomes payable by the Mortgagor in respect of Common Expenses pay such sum to the Bank. The Bank shall forthwith on receipt thereof remit all such sums to the Strata Corporation on behalf of the Mortgagor or as the Strata Corporation may from time to time direct.
- (c) Pursuant to the Condominium Act the Bank is hereby irrevocably authorized and empowered to exercise the right of the Mortgagor as the owner of the said Property, to vote or to consent in all matters relating to the affairs of the Strata Corporation provided that:
- (i) The Bank may at any time or from time to time give notice in writing to the Mortgagor and the Strata Corporation that the Bank does not intend to exercise the said right to vote or consent and in that event until the Bank revokes the said notice the Mortgagor may exercise the right to vote or consent. Any such notice may be for an indeterminate period of time or for a limited period of time or for a specific meeting or matter;
 - (ii) The Bank shall not by virtue of the assignment to the Bank of the said right to vote or consent, be under any obligation to vote or consent or to protect the interest of the Mortgagor; and
 - (iii) The exercise of the said right to vote or consent shall not constitute the Bank a mortgagee in possession.
- (d) If the Property is a strata lot, this Mortgage is made pursuant to the Condominium Act.
- (e) Pursuant to the Condominium Act the Mortgagor hereby authorizes any officer of the Mortgagee to apply, at any time, and from time to time, to the Strata Corporation for certification to the Mortgagee of:
- (i) The amount of any contribution determined as the contribution of the Mortgagor;
 - (ii) The manner in which the contribution is payable;
 - (iii) The extent to which the contribution has been paid by the Mortgagor;
 - (iv) The amount of money expended for the owner by the Strata Corporation and not recovered by it;
 - (v) The amount, if any, by which the expenses of the Strata Corporation for the current fiscal year are expected to exceed the expenses budgeted for the fiscal year;
 - (vi) The amount of the contingency reserve fund;
 - (vii) That there are no amendments to the Bylaws not filed in the Land Title Office other than those certified;

- (viii) That no notices have been given for a unanimous or special resolution that has not been voted on, other than those certified;
- (ix) That there are no pending proceedings against the Corporation of which it is aware other than those certified.

19. Assignment of Rents

The Mortgagor hereby agrees with the Bank as follows:

- (a) The Mortgagor hereby assigns and sets over to the Bank all rents payable from time to time under all leases of the Property or any part thereof, whether presently existing or arising in the future, together with the benefit of all covenants, agreements and provisos contained in the said leases, in favour of the Bank;
 - (b) Forthwith after making any lease of the Property or any part thereof the Mortgagor will execute and deliver to the Bank an assignment in registrable form in the Bank's usual form of all rents payable under such lease, the benefit of all covenants, agreements and provisos therein contained on the part of the tenant to be observed and performed and the reversion of such lease, and will also execute and deliver to the Bank all such notices and other documents as may be required in order to render such assignment effectual in law;
 - (c) Nothing herein contained shall make the Bank responsible for the collection of rents payable under any lease of the Property or any part thereof or for the performance of any covenants, terms or conditions contained in any such lease;
 - (d) The Bank shall not by virtue of these presents be deemed a mortgagee in possession of the Property;
 - (e) The Bank shall be liable to account for only such rents as actually come into its hands less reasonable collection charges in respect thereof and may apply such rents to the repayment of the Indebtedness; and
 - (f) Notwithstanding anything herein contained no lease of the Property or any part thereof made by the Mortgagor without the consent in writing of the Bank shall have priority over this Mortgage.
- 20.** The doctrine of Consolidation shall apply to this mortgage notwithstanding Section 27 (3) of the Property Law Act or any similar statutory provision, in force, from time to time.

21. Interpretation and Headings

It is hereby agreed that wherever in this Mortgage the word "Mortgagor" is used the same shall extend to and include the heirs, executors, administrators, successors and assigns of the Mortgagor, and wherever in this Mortgage the word "Bank" is used the same shall extend to and include the successors and assigns of the Bank and wherever the singular or masculine is used the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require. The headings do not form part of this document and have been inserted for convenience of reference only. This Mortgage shall be deemed to be made in and shall be construed according to the laws of the Province of British Columbia.

END OF SET