



The Land Titles Act, 2000 **(Province of Saskatchewan)**

AGF TRUST COMPANY

ADDITIONAL MORTGAGE TERMS AND CONDITIONS

1. ARREARS OF INTEREST AND OTHER CHARGES

All interest in arrears is to become principal and to bear interest at the rate set out in the Mortgage, payable at the times, in the manner and at the place provided for the payment of interest, from the time the same becomes due and payable. In the event that the sums hereby secured or any part thereof be not paid at the time or times set forth in the Mortgage for payment thereof, the Mortgagor will for so long as such sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of this security, pay interest from day-to-day as hereinbefore provided on such sums or so much thereof as shall for the time remain due, owing or unpaid during the continuance of this security. Provided that in the event of any default being made in payment of any instalment of interest secured under this Mortgage the same shall thereupon become part of the principal hereby secured under this Mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal and interest secured hereby is fully paid and satisfied, all sums of money, whether interest or otherwise then due and remaining unpaid shall become principal and bear interest at the rate aforesaid. The Mortgagor covenants and agrees that the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of the said covenants nor affect the right of the Mortgagee to interest at the above rate on any moneys due or owing to the Mortgagee during the continuance of this security under any of the covenants herein contained or on any judgment to be recovered thereon.

2. PRE-AUTHORIZED CHEQUE PLAN

All payments made under this Mortgage by the Mortgagor shall be made by pre-authorized cheque payment plan as approved by the Mortgagee. The Mortgagee shall not be obligated to accept any payment excepting payment made by pre-authorized cheque. Failure to make all payments in the manner required by the Mortgagee shall be an act of default and the Mortgagee shall be entitled to pursue any and all of its remedies herein and/or at law as it may deem necessary at its option.

3. PREPAYMENT

If the Mortgagee accepts any additional amount of money by way of prepayment or otherwise, it shall apply the monies to the balance of the principal then remaining unpaid, provided always that any such prepayment shall not entitle the Mortgagor to reduce or to omit to pay the monthly instalment payments which the Mortgagor is bound to make hereunder.

4. DEFAULT

The Mortgagor agrees that in the event of any default hereunder, including, without limitation, in the payment of principal or interest or any of the monies hereby secured or any monies payable hereunder or any part thereof, then, and in such case, the whole principal monies hereby secured shall, at the option of the Mortgagee, become due and payable in like manner to all intents and purposes as if the time herein mentioned for payment of such principal money had fully come and expired. In the event of the Mortgagor's making a breach of any of the covenants in this Mortgage contained then such breach shall be deemed to be a default in payment of interest, and the Mortgagee shall, at his option, be, at liberty to call in forthwith the whole of the principal and interest secured by this Mortgage and eject all persons in possession of the mortgaged lands. The parties hereby agree that the powers in this paragraph contained must be actually invoked to become effective and that nothing contained shall cause any limitation period to commence to run unless and until the Mortgagee shall actually exercise the option hereinbefore contained.

5. INSURANCE

The Mortgagor further covenants with the Mortgagee that the Mortgagor will forthwith insure and during the continuance of this security keep insured against loss or damage by fire each and every building on the said lands or which may hereafter be brought or erected thereon to the extent of their respective full insurable values with an insurance company acceptable to the Mortgagee, and if required by the Mortgagee, the Mortgagor will also insure against loss or damage by plate glass breakage, boiler explosion, loss of business profits and such other insurable risks or hazards as the Mortgagee may designate; AND that the Mortgagor will pay all premiums and sums of money necessary for such purposes as the same shall become due and will assign and deliver over to the Mortgagee the policy or policies of insurance and the receipt or receipts thereto appertaining. And if the Mortgagor shall neglect to keep the said buildings or risks or any of them insured as aforesaid, or to pay the said premiums, or to deliver such receipts, then it shall be lawful for the Mortgagee to insure the said buildings and risks and all monies expended by the Mortgagee with interest at the rate aforesaid computed from the time or times of advancing the same, shall be repaid by the Mortgagor to the Mortgagee on demand, and in the meantime the amount of such payments shall be added to the said principal sum hereby secured and shall bear interest at the rate aforesaid from the time of such payments and shall be payable at the time appointed for the next ensuing payment of interest on the said principal sum and all such payments shall become a part of the principal secured by this Mortgage and shall be a charge upon the said lands and all the Mortgagor's estate and interest therein. Evidence of the renewal of such insurance shall be produced to the Mortgagee at least seven days before the insurance then existing shall expire otherwise the Mortgagee may insure as hereinbefore provided. All such insurance shall have loss payable to the Mortgagee and shall be subject to mortgage clauses acceptable to the Mortgagee.

6. INSURANCE PROCEEDS

It is hereby agreed that all monies received by virtue of any policy or policies of insurance may, at the option of the Mortgagee, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said building, or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents and in the case of a surplus in or towards the payment of the instalment next preceding in point of time of payment, and so on until the whole of the principal hereunder shall be paid, and in the case of a surplus, then in or towards payment of interest at the rate aforesaid and so on until the whole of the principal sum and interest hereunder shall be fully paid and satisfied, the balance, if any, to be paid to the Mortgagor.

7. PROOF OF LOSS

The Mortgagor further agrees to furnish, forthwith on the happening of such loss or damage by fire or other hazard or peril, and at the Mortgagor's expense, all the necessary proofs of loss and to do all the acts necessary to enable the Mortgagee to obtain payment of the insurance money.

8. ATTORNMENT

For the purpose of better securing the punctual payment of the interest on the said principal sum, the Mortgagor does hereby attorn to and become tenant of the Mortgagee for the said lands, at a yearly rental equivalent to the annual interest payable hereunder, to be paid in manner and on the days and times before appointed for the payment of the said interest; and on payment thereof the same shall be taken to be, and shall be, in satisfaction of the said interest; but nothing in this provision shall make the Mortgagee chargeable or accountable as Mortgagee in possession. Provided also, that the Mortgagee may at any time after default in payment or performance of any covenant or condition hereunder, enter into and upon the said lands, or any part thereof, and determine the tenancy hereby created, without giving any notice to quit.

9. ASSIGNMENT OF RENTS

For better securing the payment of all monies secured hereunder, the Mortgagor hereby grants, assigns and transfers to the Mortgagee all leases with respect to the lands mortgaged hereunder, including all renewals and extensions thereof, together with all rents and other monies payable thereunder, and all benefits and advantages to be derived therefrom; provided that nothing herein or any actions taken by the Mortgagee to enforce its rights hereunder shall have the effect or be deemed to have the effect of making the Mortgagee a mortgagee in possession or responsible for the collection of rent or other monies, or for the performance or observance of any covenants, terms and conditions contained in any of such leases.

10. RECEIVER-MANAGER

That if default shall be made in the payment of the principal sum, interest or any other monies hereby secured or any part thereof or in the due performance of any other covenants herein contained, then in every such case:

- (a) The Mortgagee may appoint a receiver or a receiver/manager of the rents, profits and incomes of the lands and such receiver or receiver/manager so appointed shall be deemed to be 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 or receiver/manager. All monies received by the receiver or receiver/manager, after providing for payment of all costs, charges and expenses of or incidental to the exercise of any powers of the receiver or receiver/manager, shall be applied in or towards satisfaction of the monies owing pursuant to this Mortgage and the receiver or receiver/manager shall have the power to:
- (i) take possession of, collect and get in the property, rents and profits charged by this Mortgage or any additional or collateral security granted by the Mortgagor to the Mortgagee and for that purpose take any proceedings 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 mortgaged lands;
 - (iii) lease or rent all or any portion of the mortgaged lands and for this purpose to execute contracts in the name of the Mortgagor, which contracts shall be binding
- (b) The rights and powers conferred by this paragraph are supplemental to and not in substitution for any other rights which the Mortgagee may have from time to time.

11. DISTRESS

If the Mortgagor shall make default in payment of any part of the said principal or interest or any other monies hereby intended to be secured at any day or time hereinbefore limited for the payment thereof, it shall and may be lawful for the Mortgagee, and the Mortgagor does hereby grant full power 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 if the case of a demise of the said lands, as much of said principal, interest and other 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.

12. RIGHT TO LEASE

It is also covenanted between the Mortgagor and the Mortgagee that if the Mortgagor shall make default in payment of the principal sum and interest thereon or any part thereof at any of the before appointed times, then the Mortgagee shall have the right and power, and the Mortgagor does hereby covenant with the Mortgagee for such purpose, and does grant to the Mortgagee full license and authority for such purpose when and so often as in the Mortgagee's discretion the Mortgagee shall think fit to enter into possession, either by itself or the Mortgagee's agent of the said lands, and to collect the rents and profits thereof, and to 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, and that all proceedings for sale or foreclosure may be taken either before or after and subject to such demise or lease.

13. TAXES

Subject as hereinafter in this paragraph provided, the Mortgagor will pay when and as the same fall due all taxes, rates, liens, charges, encumbrances or claims which are or may be or become charges or claims against the mortgaged lands or on this Mortgage or on the Mortgagee in respect of this Mortgage; provided that in respect of municipal taxes, school taxes and local improvements rates (hereinafter referred to as "taxes") chargeable against the mortgaged lands, at the option of the Mortgagee, all or any of the following will apply:

- (a) The Mortgagee may deduct from the final advance of the monies secured by this Mortgage an amount sufficient to pay the taxes which have become due and are unpaid at the date of such final advance and/or a reasonable amount to establish an account for the payment of taxes which have accrued to the date of such advance.
- (b) The Mortgagor agrees to pay to the Mortgagee in monthly instalments, at the same time and dates hereinbefore fixed for payment of principal and interest, one-twelfth (1/12) of the amount as estimated by the Mortgagee, of the

taxes next becoming due and payable, including any other levy; and the Mortgagor shall also pay to the Mortgagee on demand, the amount, if any, by which the actual taxes exceed such estimated amount.

- (c) The Mortgagor shall forthwith, upon receipt, deliver to the Mortgagee, any and all assessment notices, tax notices, or other notices affecting imposition of taxes with respect to the subject property. The Mortgagor agrees that should failure to forward such notices to the Mortgagee result in penalty of any nature whatsoever, the Mortgagor shall be responsible for payment of such penalty.
- (d) It is agreed that the Mortgagee shall be entitled to charge to the Mortgagor all reasonable costs, charges and expenses which may be incurred in connection with the collection and payment of the taxes and any other levy aforesaid, which is to become part of the principal hereby secured and be a charge on the said lands in favour of the Mortgagee and shall at the option of the Mortgagee be payable by the Mortgagor on demand.
- (e) The Mortgagee shall allow the Mortgagor credit for interest at the rate established by the Mortgagee from time to time on the minimum monthly balances standing in the tax account from time to time, such interest to be credited to the mortgage account not less frequently than once each year; and the Mortgagor shall be charged interest, at the mortgage rate, on the debit balance, if any, in the Mortgagor's tax account outstanding after payment of taxes by the Mortgagee, until such debit balance is fully repaid.
- (f) The Mortgagee agrees to apply such deduction and payment on the taxes chargeable against the said lands so long as the Mortgagor is not in default under any covenant proviso or agreement contained herein, but nothing herein contained shall obligate the Mortgagee to apply such payment on account of taxes more often than yearly. Provided, however, that if before any sum or sums so paid to the Mortgagee shall have been so applied, there shall be default by the Mortgagor in respect of any payment of principal or interest as herein provided, the Mortgagee may apply such sum or sums in or towards payment of the principal and/or interest in default.

14. POWER OF SALE

Upon default being made hereunder, the Mortgagee shall be entitled to sell and convey the mortgaged lands, without entering into possession of the same and without giving any notice to the Mortgagor of the Mortgagee's intention so to do, and either before or after and subject to any demise or lease made by the Mortgagee as hereinbefore provided. Provided that any sale made under the powers hereby given may be on such terms as to credit or otherwise as shall appear to the Mortgagee most advantageous, and for such price as can be reasonably obtained therefore, and that sales may be made of any portion or portions of the mortgaged lands, from time to time to satisfy any interest or any part of the principal overdue, leaving the principal or balance thereof to run at interest payable as aforesaid, and that the Mortgagee may make any stipulation as to title or otherwise as to the Mortgagee may seem proper, and the Mortgagee may buy in or rescind or vary any contract for sale of any of the said lands and resell without being responsible for any loss occasioned thereby, and for any of the said purposes may make and execute such agreements and assurances as shall be by the Mortgagee deemed necessary.

15. DISCHARGE

The Mortgagor shall not be entitled to a discharge of this Mortgage until and unless the Mortgagor shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained, whether the Mortgagee has taken legal proceedings thereon and recovered judgment or otherwise, and it is agreed that the Mortgagee shall have a reasonable time after payment in full of the monies due and owing by the Mortgagor hereunder within which to deliver a discharge of this Mortgage to the Mortgagor and the Mortgagee shall be entitled to charge a reasonable fee to the Mortgagor for the preparation and execution of such discharge.

16. MORTGAGEE NOT BOUND TO ADVANCE

It is further agreed between the Mortgagor and the Mortgagee that the Mortgagee shall not be bound for any reason whatsoever to advance the money hereby intended to be secured nor shall the Mortgagee, in the event of advancing or having advanced a portion, be bound to advance the balance hereof. And it is further agreed that the Mortgagee may release any part or parts of the said lands at any time at the Mortgagee's discretion, either with or without any consideration therefore, without responsibility therefore and without thereby releasing any other part of the said lands, or any collateral security, or any person from this Mortgage, and from any of the covenants herein contained or contained in any collateral security.

17. FIXTURES

It is hereby declared and agreed that any erection, machinery, fixed or otherwise, buildings or improvements hereafter put upon the said lands shall thereupon become fixtures, and be part of the realty and form a part of this security.

18. WASTE

The Mortgagor further covenants and agrees that the Mortgagor will not permit or suffer any act of waste upon the said lands; and will during the existence of these presents well and sufficiently repair, maintain, amend and keep the buildings now or hereafter on the said lands and all fixtures and things thereunto belonging in good and substantial repair.

19. RIGHT OF ENTRY

The Mortgagor will permit the Mortgagee or its agent to enter upon the mortgaged lands at any time and from time to time for the purpose of inspecting the mortgaged lands.

20. FARM LANDS

In the case that this is a mortgage on farm lands the Mortgagor agrees that the Mortgagee may insure the crops now or hereafter in the said lands if any of the said lands are now or shall hereafter be brought under cultivation for the amount of their full insurable value against loss or damage by hail or otherwise and all premiums therefore shall be recoverable and dealt with as hereinbefore provided in the case of premiums for fire insurance; AND further that the Mortgagor will if any part of the said land be now under cultivation or if any part of the said land shall hereafter during the continuance of this security be brought under cultivation, cultivate all such part or parts in the most prudent manner so as to maintain the said land in a good state of cultivation; PROVIDED, however, that the Mortgagor may summerfallow in a prudent manner one-third of all broken acres of such cultivated land (if any) in any year.

21. WAIVER

It is agreed that the waiver of one or more defaults under this Mortgage shall not be construed as a waiver of any subsequent or other default and it is further agreed that the foreclosure, cancellation or any other dealing with any other security for the monies advanced hereunder or secured hereby shall not release nor affect this Mortgage and that the taking of this Mortgage or the foreclosure or cancellation of or any other dealing with or proceedings under this Mortgage shall not release or affect any other security held by the Mortgagee for the monies advanced or secured hereby.

22. FEES

It is agreed that all fees and charges of the Mortgagee's solicitor in connection with the preparation and registration of this Mortgage and passing on the Mortgagor's title to the said lands, and in respect of the collection of any overdue interest, principal, insurance premiums or any other monies whatsoever, as between solicitor and client, whether any action or other judicial proceedings to enforce such payment has been taken or not shall be paid by the Mortgagor forthwith, and if the Mortgagor makes default in paying the same the Mortgagee may pay the amount of such fees and charges and may add the amount so paid to the principal sum hereby secured and it shall thereafter be a charge on the said lands in favour of the Mortgagee and shall be repayable with interest as aforesaid.

23. SHORT COVENANTS

The Mortgagor hereby covenants with the Mortgagee that the Mortgagor

- (1) Has a good title to the land;
- (2) Has a right to mortgage the land;
- (3) And that on default the Mortgagee shall have quiet possession of the land, free from all encumbrances;
- (4) Will execute such further assurances of the land as may be requisite;
- (5) Has done no act to encumber the land;

24. ENUREMENT

It is agreed that this Mortgage and all the covenants herein shall be binding upon and enure to the benefit of the executors, administrators, successors and assigns of the parties hereto respectively and wherever the singular or masculine is used throughout this Mortgage the plural or feminine or a body corporate shall be implied wherever the context so requires. It is further agreed that if this Mortgage is entered into and executed by more than one person then all the covenants and stipulations herein contained and implied shall apply to and be binding upon all the mortgagors jointly and severally.

25. INVALID PROVISIONS

If any provision of this Mortgage shall be found to be or be deemed illegal or invalid, the remainder of the Mortgage shall not be affected thereby.

26. WAIVER OF SASKATCHEWAN LEGISLATION

The Mortgagor, if a corporation, hereby covenants and agrees with the Mortgagee that:

- (a) *The Land Contracts (Actions) Act* (Saskatchewan) shall have no application to any action, as defined in *The Land Contracts (Actions) Act*, aforesaid, with respect to this Mortgage; and
- (b) *The Limitation of Civil Rights Act* (Saskatchewan) shall have no application to:
 - (i) this Mortgage;
 - (ii) any mortgage, charge or other security for the payment of money made, given or created by this mortgage;
 - (iii) any agreement or instrument renewing or extending or collateral to this mortgage or renewing or extending or collateral to any mortgage, charge or other security referred to or mentioned in subparagraph (ii) of this paragraph (b) of this section; or
 - (iv) the rights, powers or remedies of the Mortgagee under this mortgage or any mortgage, charge, other security, agreement or instrument referred to or mentioned in subparagraph (ii) or subparagraph (iii) of this paragraph (b) of this section.

27. FINANCIAL STATEMENTS

The Mortgagor covenants and agrees that, if so required by the Mortgagee, during the term or the within Mortgage, the Mortgagor shall furnish or cause to be furnished to the Mortgagee within ninety (90) days after the close of its financial year, a detailed copy in duplicate of the report by the independent auditors of the Mortgagor, complete with detailed balance sheets, profit and loss statements, and supporting schedules commencing with the current fiscal year, signed by the Mortgagor where the Mortgagor is an individual or where the Mortgagor is a company signed and approved by two directors of the Mortgagor.

28. PRIOR MORTGAGES

If the Mortgagor makes default in the performance of the covenants or conditions contained in any prior mortgage, charge or encumbrances, secured upon the said lands, then the entire unpaid balance hereby secured together with interest, shall, at the option of the Mortgagee, become forthwith due and payable without notice or demand. The Mortgagee shall be at liberty in case of such default to pay any arrears or other sums payable under the said mortgage, agreement for sale, or encumbrances, or payoff all or any portion of the principal and/or interest thereby secured. Any amounts so paid by the Mortgagee shall

- (i) be added to the amount hereby secured;
- (ii) bear interest at the stipulated rate until paid,
- (iii) be a charge upon the said lands, and

- (iv) unless repaid to the Mortgagee upon demand, shall be recoverable from the Mortgagor in the same manner as if such sum had been originally secured hereby.

29. PAYMENT UPON DEFAULT

In the event that the Mortgagor is in default hereunder and the Mortgagee commences foreclosure proceedings or other legal proceedings, the Mortgagor agrees that the Mortgagor shall not be entitled to payout the full amount of the principal sum hereby secured; but only to pay to the Mortgagee the instalments or other monies in arrears or to remedy the default where the default is other than the payment of money.

30. EXTENSION

The Mortgagor also covenants and agrees with the Mortgagee that any agreement for renewal, amendment or extension of the term of this Mortgage shall not have to be registered but shall be effectual and binding on the Mortgagor and on any subsequent mortgagee of or party interested in the mortgaged lands or any part thereof, to all intents and purposes, including, without limitation, any increase in the interest rate or monthly payments, and shall take priority as against any assignee or subsequent mortgagee or encumbrancer or such party when deposited in or held at the office of the Mortgagee and shall not release nor affect any covenant or agreement herein or collateral hereto.

31. CONDOMINIUM

In the event that the lands charged hereunder are or become subject to *The Condominium Property Act, 1993* (Saskatchewan) (the "CPA"), the Mortgagor covenants and agrees with the Mortgagee that the Mortgagor will observe and perform each and everyone of the following covenants and provisions:

- (a) To observe and perform all obligations under the CPA and all amendments thereto, and any acts passed in substitution thereof, and the by-laws of the condominium corporation of which the Mortgagor is a member by virtue of the Mortgagor's ownership of the lands charged by this Mortgage (herein sometimes called the "Condominium Corporation") and any amendments thereto;
- (b) To pay promptly when due any and all unpaid assessments, instalments or payments due to the Condominium Corporation in respect of the lands charged by this Mortgage, failing which the mortgagee may, at its sole option, pay such assessments, instalments or payment due to the Condominium Corporation and/or at its option and without notice to the Mortgagor, may deem such default to be a default under the terms of this Mortgage and proceed to exercise its rights herein;
- (c) Upon default herein and notwithstanding any other right or action of the Condominium Corporation or the Mortgagee, the Mortgagee may distrain for arrears of any assessments, instalments or payment due to the Mortgagee or arising by virtue of the covenants in this paragraph contained;
- (d) Subject to the CPA, the Mortgagor hereby irrevocably assigns to the Mortgagee all of the Mortgagor's rights under the CPA and any bylaws, rules and regulations, as amended from time to time of the Condominium Corporation;
- (e) Subject to the CPA, the Mortgagor hereby irrevocably assigns to the Mortgagee all of his rights to vote at all meetings and in the exercise of all powers of the Condominium Corporation and whether or not such rights touch upon or concern his title or interest in the unit and/or fractional interest in the common property, or otherwise, unless the Mortgagee waives its rights herein. The Mortgagor hereby acknowledges receipt of written notice that the Mortgagee intends to exercise such power to vote. The Mortgagee shall not by virtue of such assignment be under any obligation to vote or to protect the interests of the Mortgagor and shall not in any way be responsible for the result of any exercise of the power to vote or any failure to exercise the power to vote. Notwithstanding such assignment, the Mortgagor may, at any duly called meeting of the Condominium Corporation of which the Mortgagee has received written notice, exercise its right to vote if the Mortgagee is not, by its authorized representative, agent or proxy, present at such meeting, provided that the Mortgagor votes against any resolution of the members of the Condominium Corporation which could materially adversely affect the Mortgagee's security under this Mortgage;
- (f) At the Mortgagee's request, the Mortgagor shall deliver to the Mortgagee such proxies or other instruments as may be considered requisite by the Mortgagee to confer such power of voting upon the Mortgagee;

- (g) The Mortgagor hereby irrevocably authorizes the Mortgagee as the authorized agent of the Mortgagor at any time, and from time to time, to apply to the Condominium Corporation for copies of bylaws, financial statements, notices, minutes, information relating to levies and assessments and any other information or certificates available under the CPA related to the lands charged by this Mortgage;
- (h) The Mortgagor shall ensure the Mortgagee promptly receives all notices of the Condominium Corporation, including any notices of breaches;
- (i) No action taken by the Mortgagor under this section 31 of the Mortgage will make the Mortgagee a mortgagee in possession;
- (j) The covenant of the Mortgagor to insure hereof may be observed or performed by the Condominium Corporation if it effects and maintains insurance satisfactory to the Mortgagee in which event the Mortgagor is discharged from observance or performance of said covenant to insure and all insurance monies received by virtue of any policy or policies of insurance effected by the Condominium Corporation shall be applied and used by the Mortgagee as required by the provisions of the CPA.

32. EXPROPRIATION

In the event that the lands charged hereunder or any part thereof are expropriated by any government, authority, body or corporation having powers of expropriation, the full amount of all monies then secured hereunder shall forthwith become due and payable together with a bonus equal to three months' interest at the rate set out herein on the principal sum then outstanding.

33. PARAGRAPH HEADINGS

The paragraph headings in this Mortgage are deemed not to form part of this Mortgage and have been inserted for convenience of reference only.

34. DUE ON SALE

In the event of sale, conveyance, lease, or transfer of the title to the mortgaged property to a purchaser, grantee, transferee, mortgagee, or lessee not approved in writing by the Mortgagee, then, at the option of the Mortgagee, all monies secured under this Mortgage shall become due and payable.

35. ADDITIONAL MORTGAGE TERMS AND PARAMOUNTCY

In the event of any conflict, inconsistency or ambiguity between the following documents they shall be interpreted in the following priority:

- Priority 1 - SMART Loan (Conventional or CMHC (as applicable)) Residential Mortgage Schedule
- Priority 2 - Other Schedules attached to and forming part of this Mortgage
- Priority 3 - Main Body of this Mortgage
- Priority 4 - Additional Terms and Conditions

36. CHARGE

The Mortgagor hereby grants, mortgage and charges to and in favour of the Mortgagee all right, title and interest of the Mortgagor in and to the said lands as security for the payment of the said principal and interest and all other monies owing under this Mortgage, and the performance of all covenants, agreements and obligations secured by this Mortgage upon the terms set out in this Mortgage.