



# Alberta

## Land Titles Act

### Standard Form Mortgage

Filed By: **ATB FINANCIAL**

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This filed Standard Form Mortgage and each of the terms, conditions and provisions set out herein shall be deemed to be included by reference in and form a part of every Mortgage in which it is referred to by its identifying number, as provided in Sections 113 and 114 of the *Land Titles Act* (Alberta).

#### 1. DEFINITIONS

The following terms used in this Mortgage, have the respective meanings given them below:

**“Confidential Personal Information”** means any and all information or data protected by Privacy Laws, including (without limitation) information or data that: (a) is personal information or information about an identifiable individual (as more particularly defined in the applicable Privacy Laws) that was collected, used, disclosed or accessible to such party; or (b) is information from which an individual or individual’s identity can be ascertained either from the information itself or by combining the information with information from other sources available to the parties;

**“Default”** has the meaning set out in section 24 below;

**“Financing Guarantor”** means Canada Mortgage and Housing Corporation as guarantor in connection with the financing by the Mortgagee of all or any part of the Indebtedness;

**“Indebtedness”** means the total amount remaining to be paid on the Mortgage at any time. It includes the portion of the Principal Amount that remains unpaid, interest, additional amounts advanced, and amounts you have paid because a default has occurred; provided, for the avoidance of doubt, that any Indebtedness in respect of any Loan(s) that is/are insured and/or financed by the Mortgagee under an NHA Program shall have priority as to payment, collection, and in respect of this Mortgage, enforcement over any other Loan irrespective of the time or order of any Loan, made by the Mortgagee to the Mortgagor from time to time pursuant to a Loan Agreement secured or to be secured by this Mortgage that is not insured and/or financed under an NHA Program;

**“Interest Adjustment Date”** means the date identified as such in the Registered Mortgage and is the date to which you calculate accrued interest on money advanced to us. This date will be before my first regular payment period. This is the date the Term starts;

**“Interest Rate”** means the rate or rates of interest from time to time payable in respect of the Indebtedness or any part thereof by the Mortgagor as specified in the Registered Mortgage or a Loan Agreement, and shall apply as well after as before default or maturity and both before and after judgment;

**“Lands”** means the land described in the Registered Mortgage, as well as any buildings constructed on the land and anything attached or fixed to the land or buildings and any rights associated with the land. It also includes

any future building, addition, attachments or fixtures (fixtures includes things such as furnaces) to the land or buildings and, in the case of a leasehold title, the lease, except for the last day of the term of the lease, and any other interest, right, option or benefit set out in the lease;

**“Loan”** means each loan made by the Mortgagee to the Mortgagor from time to time pursuant to a Loan Agreement, on such terms as notified to the Mortgagor from time to time, that the Mortgagor has agreed in writing will be secured by this Mortgage; provided, for the avoidance of doubt, that either (i) each additional loan that is made under a Loan Agreement after the initial advance (including any new or additional advances, increases to principal, or further borrowings or extensions of the term, including in the case of any fluctuating account or accounts, revolving loans, lines of credit, additional or further advances beyond an initial advance, re-advances, and multiple facilities (each an “Additional Advance” and, collectively, “Additional Advances”)) will be treated as a new Loan, or (ii) the Additional Advances in the aggregate will be treated as a new Loan, and in each case of (i) or (ii), such new Loan will be treated as a separate and distinct Loan from any Loan that is insured and/or financed under a NHA Program for all purposes including enforcement;

**“Loan Agreement”** means, individually, a loan agreement pursuant to which the Mortgagee has agreed to make a Loan to the Mortgagor and in respect of which this Mortgage is granted and includes any renewal or amendment thereof;

**“Maturity Date”** or **“Balance Due Date”** means the date as specified in the Registered Mortgage on which the balance of the Principal Amount, interest and other monies owing under or secured by this Mortgage are due and payable in full;

**“Mortgage”** means the Registered Mortgage, as amended from time to time, in which this Standard Form Mortgage is included by reference therein to its Identifying Number (whether or not any provisions of the Standard Form Mortgage are excluded from such mortgage or charge) and includes all Schedules thereto, as amended from time to time and, for greater certainty, and where the context permits or requires, the term “Mortgage” or “this Mortgage” includes the provisions of this Standard Form Mortgage (except for any provisions excluded from such mortgage or charge);

**“Mortgagee”** means the Mortgagee so identified in the Registered Mortgage;

**“Mortgagor”** means the person or persons so identified in the Registered Mortgage;

**“NHA Program”** means a Mortgagee financing or private or public mortgage insurance program under the *National Housing Act (Canada)*, R.S.C., 1985, c. N-11 and associated regulations, as such may be amended, re-enacted or replaced from time to time;

**“Prime Lending Rate”** is the rate of interest which is established from time to time by the Mortgagee to determine the rate of interest charged on Canadian dollar loans and designated, declared or commonly known as its prime lending rate;

**“Principal Amount”** means the principal amount of the Loan or Loans to be advanced by the Mortgagee as contemplated in the Registered Mortgage, or so much thereof as is outstanding at any time, and in respect of which this Mortgage is granted;

**“Privacy Laws”** means the *Personal Information Protection and Electronic Documents Act (Canada)*, *Personal Information Protection Act (Alberta)* and any regulations thereunder, as amended or supplemented from time to time, and any other similar applicable federal, provincial or territorial legislation now in force or that may in the future come into force in Canada governing the protection of personal information in the private sector applicable to the conduct of business by the Mortgagee, any mortgage loan insurer, the Financing Guarantor, any other person having or proposing to acquire any interest in all or any part of the Indebtedness, including any Loan under the related Loan Agreement, from time to time (including their respective advisors, agents, lawyers,

accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any part of the Indebtedness, including any Loan or the related Loan Agreement and to the activities contemplated herein, together with any common law duties of confidentiality owed by the such persons to the Mortgagor;

**“Registered Mortgage”** means the short form mortgage that the Mortgagor signed to grant this Mortgage and which is or will be registered against the title to the Lands;

**“You”** and **“your”** mean the Mortgagee under the Mortgage. The Mortgagee is named on the Registered Mortgage; and

**“I”** or **“me”** means each person who signed or is bound by the Mortgage and **“we”** means all people who have signed or are bound by the Mortgage.

## 2. REPAYMENT

I will pay to the Mortgagee at the branch address set out in the Registered Mortgage, or at such other place in Alberta as the Mortgagee may in writing direct, the Indebtedness (including the Principal Amount), together with interest, costs and other amounts forming part of the Indebtedness at the times set out in the Registered Mortgage unless the Mortgagee and I shall otherwise have agreed in writing and if no agreement is in place, then ON DEMAND. I am not entitled to prepay any portion of the Indebtedness unless the Mortgagee and I shall otherwise have agreed in writing, or unless otherwise provided in the Registered Mortgage or a Loan Agreement. All blended payments of principal and interest will be applied firstly on interest calculated as set out in the Registered Mortgage and secondly on principal.

## 3. INTEREST

Interest is payable on the loan amount at the Interest Rate until the Indebtedness has been paid in full, both before and after the Maturity Date, before and after default, and before and after we obtain any court judgment against me.

If I do not make the regular mortgage payment or any other payment when required, you will charge interest on all overdue amounts, including unpaid interest. If you demand, I must pay you this additional interest immediately, both before and after the balance due date, before and after default, and before and after any court judgment you obtain against me.

## 4. FIXED INTEREST RATE

If I have a fixed interest rate mortgage, interest is compounded semi-annually, not in advance. Interest is calculated on each regular payment date.

Interest is calculated half-yearly, not in advance, within the meaning of the *Interest Act* (Canada).

## 5. VARIABLE INTEREST RATE

If the Interest Rate applicable to this Mortgage is a variable interest rate, in addition to all of the other covenants and agreements contained in this Mortgage or any Loan Agreement, I agree with the Mortgagee that:

(a) The interest rate will be the Prime Lending Rate, plus or minus the number of percentage points (or partial percentage points), if any, as shown on the Registered Mortgage or a Loan Agreement;

(b) So often as the Prime Lending Rate changes during the term of this Mortgage, the Interest Rate, which is a variable interest rate, will change automatically on the same day and in the same amount as the Prime Lending

Rate changed without the requirement of notice to me. The determination by the Mortgagee of its Prime Lending Rate and the Interest Rate will be absolutely binding on me; and

(c) Attached to this Mortgage is a table setting forth various annual rates of interest calculated monthly not in advance and the equivalent rates calculated half-yearly not in advance, within the meaning of the *Interest Act* (Canada).

## 6. LEASEHOLD INTEREST

If my interest in the Lands is as a tenant, in addition to all other covenants and agreements contained in this Mortgage, I represent to and agree with the Mortgagee that:

(a) My leasehold estate in the Lands exists pursuant to the documents described in the Lease Document Schedule attached to the Registered Mortgage (which documents together with any extensions, renewals and amendments thereto are collectively called the "Head Lease"). I will pay all rents and other charges due under the Head Lease, a true copy of which I have provided to the Mortgagee. I will perform and observe all the covenants and conditions expressed or implied in or by the Head Lease and will indemnify and save harmless the Mortgagee in respect of the same and against all losses, costs, damages and forfeitures whatsoever caused by or by reason of or as a result of any non-payment, non-performance or non-observance in the terms;

(b) In the event I default in the payment of any monies to be paid under the Head Lease or in the observance or performance of any obligation or covenant in the Head Lease, the Mortgagee will have the right, but shall not be obliged, to make such payment or to observe or perform such obligation or covenant, and all monies expended by the Mortgagee in so doing (including costs as between a solicitor and his own client on a full indemnity basis) will be payable forthwith by me to the Mortgagee on demand;

(c) I will at the proper times take such proceedings and make, do and execute all such acts, deeds, matters and things as may be requisite for obtaining the renewal of any lease (including, without limitation, the Head Lease) under which I derive a leasehold interest in the Lands and upon obtaining any such renewal this Mortgage will extend to the term of such renewal save and except the last day of such renewal term and such renewal will be subject to this Mortgage;

(d) I have the right, power and authority to mortgage and sublet my leasehold estate in the Lands. The Head Lease is at the date of this Mortgage good, valid and subsisting in law and is not surrendered, forfeited, void or voidable. All rents and covenants therein reserved and contained have been duly paid and performed by me up to the date hereof. I will not amend, surrender or terminate the Head Lease without obtaining the prior written consent of the Mortgagee. I will immediately notify the Mortgagee in writing after learning of any condition that with or without the passage of time or the giving of any notice might result in a default under or the termination of the Head Lease;

(e) If this Mortgage is considered as a sublease to the Mortgagee, I will henceforth stand possessed of the Lands for the residue of the term granted by the Head Lease in trust for the Mortgagee, and I will assign and dispose thereof as the Mortgagee may direct subject as herein provided. I hereby irrevocably appoint the Mortgagee (or such person as the Mortgagee may specify) as my substitute to be my attorney during the continuance of this security and for and on my behalf to assign the Head Lease and convey my leasehold interest and the reversion of one day as the Mortgagee may at any time direct. In particular, upon any realization made by the Mortgagee on this security, I will assign the Head Lease and convey my leasehold interest and the reversion to the purchaser and I will, with respect to the Head Lease and other documents, at the request of the Mortgagee, but at my cost and expense, grant and assign unto the Mortgagee or whom it may appoint the last day of the said term hereinbefore excepted, or any renewal or substituted term;

(f) If I refuse or neglect to renew the Head Lease or any renewals thereof to be granted, and to pay the fees, costs, charges and expenses incidental to and payable upon such renewals, then and as often as it happens, the Mortgagee may, if it thinks proper, effect such renewals in its own name or otherwise, and in that case every such

new lease and the Lands thereby demised will remain and be a security to the Mortgagee for the payment of all monies paid by it for such renewal and its costs, charges and expenses and any other sums that may be due by virtue of this Mortgage;

(g) Upon default by me in any of my covenants and agreements contained in this Mortgage, the Mortgagee may enter into possession of the Lands and hold and enjoy the same for the then residue of the term of years herein contemplated without suit, hindrance, interruption or denial by me or any person whatsoever, and receive and take the rents, issues and profits thereof, and whether in or out of possession, make any such sublease as it may think fit, and may also sell and absolutely dispose of the same in any manner whatsoever; and

(h) If at any time and from time to time I extend the size of the Lands or increase the size of my equity in the Lands or become registered as owner or entitled to be registered as owner of the full fee simple, then this Mortgage shall be and is hereby deemed to be a mortgage and charge of the increased size of the Lands or of the increased size of the equity or of the full fee simple, as the case may be.

## 7. CONDOMINIUM

If the Lands are or hereafter become subject to a condominium plan created pursuant to the provisions of the *Condominium Property Act*, RSA 2000, c.C-22 (which, as amended from time to time, together with any legislation substituted therefore is in this section collectively called the "CPA"), then:

(a) I fully and absolutely assign, transfer and set over to the Mortgagee all of my voting rights now existing or which may hereafter come into existence with respect to the Lands and with respect to the Condominium Corporation of which I am a member by virtue of my ownership of the condominium unit or units being charged by this Mortgage (the "Condominium Corporation"), whether such voting rights arise under the CPA, under the By-laws of the Condominium Corporation, under any agreement with the Condominium Corporation, or otherwise howsoever. I will execute any documentation which in the sole opinion of the Mortgagee is necessary or advisable to give full effect to the foregoing. Provided however, that if the Mortgagee is not present in person or by proxy, or, if present, does not wish to vote, then I may without further authority exercise all voting rights other than the right to vote on any matter requiring a unanimous resolution. Provided further that the Mortgagee may, by written notice to me, terminate all my voting rights and privileges;

(b) Notwithstanding anything to the contrary herein contained:

(i) I will observe and perform every covenant and provision required to be performed under or pursuant to the terms of this Mortgage, the CPA, the By-laws of the Condominium Corporation in effect from time to time, and under any agreement between me and the Condominium Corporation;

(ii) without limiting the generality of the preceding subparagraph, I will promptly pay when due all assessments, instalments or payments owing by me to the Condominium Corporation;

(iii) where I default in my obligations to contribute to the common expenses assessed or levied by the Condominium Corporation or any authorized agent on its behalf, or any assessment, instalment or payment owing to the Condominium Corporation, or upon breach of any covenant or provision contained in this Section, then regardless of any other action or proceeding taken or to be taken by the Condominium Corporation, the Mortgagee, at its option and without notice to me may pay such contribution owing to the Condominium Corporation or rectify any such default or breach by me; and

(iv) the Indebtedness will become immediately due and payable at the Mortgagee's option if: the Condominium Corporation fails to comply with the CPA and any declaration, by-law, rules or resolution of the Condominium Corporation; the Condominium Corporation fails to insure all of the units and common elements according to law and according to any additional requirements of the Mortgagee or do all that is necessary to collect insurance proceeds; the Condominium Corporation makes any substantial modification to the common elements or the Condominium Corporation's assets without the Mortgagee's

approval; there has been substantial damage and the owners have voted for termination of the Condominium Corporation; a sale of the Lands, common elements or property of the Condominium Corporation is authorized; or the Lands cease to be governed by the CPA. Notwithstanding that the Lands cease to be governed by the CPA, all terms of this Mortgage continue to apply to the Lands.

**8. CONSTRUCTION**

If any portion of the Indebtedness is to be advanced from time to time upon the progress of construction of buildings or other improvements which are to be erected on the Lands then:

(a) such buildings or improvements will form part of the security for the full amount of the money secured by this Mortgage;

(b) all advances on this Mortgage will be made from time to time in accordance with the progress of construction of such buildings or improvements and will be made in such manner, at such times, and in such amounts as the Mortgagee in its sole discretion determines, subject always to the Mortgagee's discretion to advance or not to advance as it sees fit;

(c) I will construct such buildings or improvements in accordance with the requirements of any level of government having authority to legislate or regulate the building or construction and in accordance with plans and specifications which have been or are hereafter approved by the Mortgagee and will diligently carry on the completion of the same; and

(d) If I fail to complete such buildings or improvements with reasonable diligence the Mortgagee may enter upon the Lands and take possession thereof with power to carry on the completion of such buildings or improvements and with discretion to alter the plans and specifications as it deems necessary in order to complete the same. If the Mortgagee is unable to complete the same properly with the amount of the Principal Amount, the Mortgagee may in its sole discretion advance such further monies as may be required.

**9. REVOLVING CREDIT**

For the purposes of Section 104 (2) of the *Land Titles Act*, RSA 2000 C. L-4, as amended or replaced from time to time, it is hereby declared by and agreed between me and the Mortgagee that this Mortgage may be held by the Mortgagee as security for a revolving line of credit up to a specific principal sum equal to the sum identified in this Mortgage as being the Principal Amount lent to or to be lent to me or to me and any one or more other persons.

**10. NO MERGER**

This Mortgage is given as additional collateral security for payment of the Indebtedness and the taking of a judgement or judgements under any of the covenants contained in this Mortgage or in any other security for payment of the mortgage monies will not operate as a merger of such covenants or of the Mortgagee's security by way of a charge against the Lands or any other securities held by the Mortgagee in respect of the Indebtedness or affect the Mortgagee's right to interest at the Interest Rate and at the stipulated times on any monies owing to the Mortgagee under any such covenants. It is distinctly understood and agreed that the Interest Rate will be payable on the amount of any judgement until the judgement is paid in full.

**11. TAXES, CLAIMS AND COSTS**

(a) I will pay all taxes, rates, levies, assessments and impositions of the municipality or any other taxing authority which are now hereafter levied, charged, assessed, imposed or payable against or in respect of the Lands, or on this Mortgage or on the Mortgagee in respect of this Mortgage, when the same are due, and will provide the Mortgagee with the receipts therefor;

(b) I will pay and discharge when due all claims and obligations to labourers, builders, material suppliers and others and all other claims, debts and obligations which by the laws of Canada or Alberta have or might have priority over the security hereby created, and will provide the Mortgagee with the receipts therefor;

(c) If I fail to pay when due any of the items described in this Section or anywhere else in this Mortgage the Mortgagee may pay such items;

(d) If I fail to repair as provided by this Mortgage, the Mortgagee may, at such times as it deems necessary and without the concurrence of any other person, make arrangements for maintaining, restoring, repairing, finishing, adding to, or putting in order the Lands and for managing, improving and taking care of them; and

(e) All solicitor's, inspector's, valuator's, surveyor's and other fees and expenses for drawing and registering this Mortgage, examining the Lands and the title thereto, and making or maintaining this Mortgage a charge on the Lands, and in exercising or enforcing or attempting to enforce or in pursuance of any right, power, remedy or purpose hereunder or subsisting (including legal costs as between a solicitor and his own client on a full indemnity basis and also an allowance for the time, work and expense of the Mortgagee or of any agent, solicitor, or servant to the Mortgagee for any purposes herein provided), together with all sums which the Mortgagee from time to time advances, expends or incurs pursuant to any provision contained in this Mortgage, whether such sums are advanced or incurred with my knowledge, consent, concurrence or acquiescence or otherwise, will be added to the Principal Amount, secured hereby and will be a charge on the Lands, together with interest thereon at the Interest Rate applicable to the Indebtedness calculated from the date of advance or expenditure by the Mortgagee to the date of payment to the Mortgagee. All such monies will be payable by me on demand. The Mortgagee will have the right to deduct the amount of any such monies from any advance made to me after the date such expenditures are incurred.

## 12. INSURANCE

(a) I will immediately insure the Lands to their full insurable value, but in no event less than 100% of the full replacement cost of all buildings and improvements on the Lands, with insurers approved by the Mortgagee, against loss or damage by fire, lightning, explosion, smoke, impact by aircraft or land vehicle, riot, windstorm, hail, and such other risks as the Mortgagee may require. I will maintain the insurance during continuance of this Mortgage and I will not do or permit anything which might impair, reduce or void such insurance;

(b) I will deliver to the Mortgagee all policies of insurance with a standard mortgage clause attached, with any loss thereunder to be payable to the Mortgagee. The policy will contain an undertaking by the insurers to notify the Mortgagee in writing no less than 15 days prior to any material change, cancellation, failure to renew or termination of the policy;

(c) I will pay all premiums necessary to obtain and maintain such insurance as the same become due and, if requested by the Mortgagee, will immediately deliver to the Mortgagee the proof of such payments. Evidence of the renewal of such insurance will, if requested by the Mortgagee, be provided to the Mortgagee at least 15 days before the existing insurance expires; otherwise the Mortgagee may insure as herein provided;

(d) If there is a loss or damage from any of the risks insured against I will furnish proof of loss at my own expense and do all necessary acts to enable the Mortgagee to obtain payment of the insurance monies and the Mortgagee may at its option apply the proceeds of the policy or policies either in or towards rebuilding, reinstating or repairing the Lands or in or towards payment in whole or in part of the amounts owing under this Mortgage or any part thereof whether due or not then due or in or towards payment to me or any other person appearing by the title to be or to have been the owner of the Lands or to be applied partly in one way and partly in another;

(e) To ensure that the Mortgagee may apply insurance monies in the manner aforesaid, I assign and release to the Mortgagee all my rights to receive the insurance monies and expressly waive all rights and benefits, to the extent that the same is permitted by law, pursuant to any legislation which provides for a contrary application of such insurance monies. I hereby irrevocably constitute and appoint the Mortgagee as my agent for the purpose of

demanding, recovering and receiving payment of all insurance monies to which I become entitled. Nothing herein will render the Mortgagee liable to me for any act done by the Mortgagee in pursuance of this Power of Attorney or for its failure to do any act or take any step in relation thereto; and

(f) If I neglect to keep the Lands or any part of them insured as aforesaid or to pay the said premiums and sums of money necessary for such purposes or to deliver the policy or policies or receipts as aforesaid then the Mortgagee will be entitled but will not be obligated to insure the Lands in the manner aforesaid.

**13. IMPROVEMENTS TO BE FIXTURES**

All improvements, fixed or otherwise, now or hereafter put on the Lands (including but not limited to all buildings, erections, mobile homes, machinery, plant, fences, furnaces, boilers, water heaters, heating, plumbing, air conditioning, cooking, refrigerating, ventilating, lighting and water-heating equipment, blinds, windows, doors and all apparatus and equipment appurtenant thereto, whether movable or stationary, with the proper, usual and necessary gears, construction and appliances) are and will, in addition to other fixtures thereon, be and become fixtures and become part of the realty and of the security and are included in the expression the "Lands".

**14. USE OF THE LANDS**

(a) I will not commit or permit any act of waste on the Lands or do or permit anything which might impair their value;

(b) I will sufficiently repair, maintain, restore, amend and keep the Lands in good and substantial repair;

(c) The Mortgagee by its agents, solicitors or inspectors may enter upon the Lands at any reasonable time and view the state of repair and the costs of such inspection will be borne by me and if not paid forthwith will be added to the amount secured by this Mortgage and will be payable as above set forth;

(d) If in the opinion of the Mortgagee the Lands are not maintained in a proper state of repair the Mortgagee may serve notice upon me to make such repairs or replacements as the Mortgagee deems proper within a time limited by such notice. If I fail to comply with such notice such failure will constitute a breach of covenant hereunder and the Mortgagee or its agents, employees or contractors may enter upon the Lands and repair as provided in this Mortgage and will have the right to exercise all the remedies available to the Mortgagee; and

(e) I will not make, or permit to be made, any alterations or additions to the Lands without the consent of the Mortgagee.

**15. COVENANTS UNDER THE LAND TITLES ACT**

(a) I have a good title to the Lands;

(b) I have the right to mortgage the Lands;

(c) On default the Mortgagee will have quiet possession of the Lands;

(d) The Lands are free from all encumbrances except as noted on the Certificate of Title thereto;

(e) I will execute such further assurances of the Lands as may be required by the Mortgagee; and

(f) I have done no act to encumber the Lands except as noted on the Certificate of Title thereto.

## 16. SUBROGATION

The Mortgagee may pay off any charges or encumbrances against the Lands and in such cases will be subrogated to the rights of, stand in the position of, and be entitled to all equities of the person so paid off whether the same are or are not discharged.

## 17. GENERAL CLAUSES

(a) Any notice required or permitted to be given to me in connection with this Mortgage may be delivered to me personally or be given to me by registered mail addressed to me at my address shown on the records of the Mortgagee;

(b) No waiver by the Mortgagee of the performance of any covenant, provision, condition or agreement herein contained or implied will take effect or be binding on the Mortgagee unless the same is in writing by the Mortgagee or its duly authorized agent and such waiver will not abrogate such covenant, provision, condition or agreement or be a waiver of any subsequent breach of the same;

(c) A default in the due observance or performance by me of any of my covenants contained in any promissory notes, 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 will in addition to its usual effect have the same effect and give rise to the same rights and remedies as a default under the terms of this Mortgage. If the Mortgagee becomes entitled to take legal proceedings of any nature whatsoever against me in respect of this Mortgage or in respect of any of the said promissory notes or collateral securities, the Mortgagee may either concurrently with such suit, successively or otherwise pursue any or all of its other remedies, and should the Mortgagee so pursue one or other of the said remedies, this will not constitute an election by the Mortgagee to abandon any of the other remedies;

(d) Neither the execution nor registration of this Mortgage nor the advance or re-advance of all or any part of the monies hereby intended to be secured will bind the Mortgagee to advance or re-advance the said monies or any unadvanced part thereof and that the advance of the said monies or any part thereof from time to time will be in the sole discretion of the Mortgagee. The lien and charge hereby created will take effect immediately on the execution of this Mortgage and will be a continuous charge for the full amount of the monies secured by this Mortgage, notwithstanding that the balance owing may fluctuate, may from time to time be reduced to a nil balance, or that monies advanced may be repaid and further advances made;

(e) I will fulfill or comply with such additional terms, conditions and covenants, if any, as are contained on any schedules or appendixes to this Mortgage;

(f) I have no knowledge of any pollutants currently on or under the Lands and I will not allow any pollutants to be placed, stored or handled on or under the Lands;

(g) If I am entitled to and pay off the balance owing under this Mortgage and I request this Mortgage be transferred to a third party, then I agree to pay to ATB Financial the administrative fee being charged by ATB Financial at the time the transfer is requested;

(h) If I, the Mortgagor, am a body corporate, I have taken all necessary corporate action to validly and properly authorize the issuance, execution and delivery of this Mortgage, will maintain my corporate existence and do all such things as required in order to permit the carrying on of business and compliance with my obligations under this Mortgage; and

(i) I acknowledge that the Mortgagee may assign its rights in my Mortgage to a third party or issue securities backed by a pool of mortgages that includes my Mortgage. I consent to the Mortgagee disclosing any information relating to my Mortgage or my Mortgage application, including any financial and personal information in support of



my application, to a proposed assignee, a mortgage default issuer or to a trustee of a mortgage portfolio securitization. I further consent to these entities using my financial and personal information to service, monitor and maintain my Mortgage.

**18. PARTIAL RELEASE**

The Mortgagee may release any part of the Lands at any time at its discretion either with or without any consideration therefor, without responsibility therefore, and without releasing any other part of the Lands or any collateral security, or any person from this Mortgage or from any of the covenants herein contained or contained in any collateral security.

**19. ATTORNMENT**

For better securing the punctual payment of the sum secured by this Mortgage I hereby attorn and become tenant to the Mortgagee of the Lands at a monthly rental equivalent to the monthly instalment payable pursuant to this Mortgage, the same to be paid on demand. If any judgement, execution or attachment be issued against any of my goods or lands or if I become insolvent or bankrupt or commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* of Canada or take the benefit of any statute relating to bankruptcy or insolvent debtors then such rental will, if not already payable, be payable immediately thereafter. The legal relation of landlord and tenant is hereby constituted between the Mortgagee and me, but neither this clause nor anything done by virtue thereof, will render the Mortgagee a Mortgagee in possession or accountable for any monies except those actually received. The Mortgagee may at any time after default hereunder enter upon the Lands, or any part thereof, and terminate the tenancy hereby created without giving me any notice to quit.

**20. MORTGAGEE IN POSSESSION**

If the Mortgagee exercises any of its rights hereunder, or goes into possession of the Lands for any purpose under the powers conferred upon it by this Mortgage or by law, it will not be deemed to be a Mortgagee in possession nor responsible in any way for anything other than monies actually received by it.

**21. APPROPRIATION OF PAYMENTS**

Any payments made by me on account of this Mortgage will be applied firstly to interest calculated as aforesaid on so much of the Indebtedness as from time to time remains unpaid and the balance, if any, of any payments will be applied on account of the Indebtedness; except, however, in the case of default by me, in which case the Mortgagee may apply any payments received during the period of default in whatever order it may elect as between the Indebtedness, interest or other monies secured by this Mortgage.

**22. PRIOR CHARGE**

If I default in the performance of any covenants, payments or conditions contained in any mortgage, lien, agreement for sale, encumbrance, interest in land or other charge or claim upon or with respect to the Lands which has or may have or which may acquire priority to this Mortgage (any and all of which are herein called the "Prior Charge") then such default will constitute a default under this Mortgage and the full amount then secured by this Mortgage will, at the option of the Mortgagee, become immediately due and payable without notice or demand. The Mortgagee will be entitled to pay any arrears or other sums payable under the Prior Charge, or to pay off all or any portion of the amounts thereby secured. Any amount so paid by the Mortgagee will be added to the amounts secured by this Mortgage, bear interest at the Interest Rate until repaid, be a charge upon the Lands, and unless repaid to the Mortgagee upon demand, will be recoverable from me in the same manner as if such sum had been originally secured hereby.

**23. DUE ON SALE**

If, without prior written consent of the Mortgagee, I sell, convey, transfer or assign all or any part of my interest in the Lands the full amount then secured by this Mortgage will, at the option of the Mortgagee, immediately become

due and payable upon notice to me. The giving or withholding of consent will be solely within the Mortgagee's discretion. As a condition of the consent the Mortgagee may require or impose such conditions as it sees fit, including but not limited to the requirement that any purchaser, transferee or assignee execute an assumption agreement in favour of the Mortgagee on such terms and conditions, as the Mortgagee requires. I acknowledge that some or all of the Indebtedness may be personal in nature and therefore the Indebtedness and this Mortgage is not assumable without the prior written consent of the Mortgagee which may be arbitrarily withheld.

## **24. DEFAULT AND ACCELERATION**

The unpaid balance of the Indebtedness, interest and other monies secured by this Mortgage will, at the option of the Mortgagee, immediately become due, whether with or without prior demand therefore, without any days of grace being allowed to me, and the security of this Mortgage will, at the option of the Mortgagee, immediately become enforceable and may be enforced without the requirement of any or any further notice of default or non-payment from the Mortgagee to me, in each of the following events ("Default"):

- (a) I default in any payment to the Mortgagee;
- (b) I default in the observance or performance of any of my obligations, covenants or liabilities to the Mortgagee, whether contained herein or in another security or agreement executed and delivered by me to the Mortgagee;
- (c) Any warranty, representation or statement made or furnished to the Mortgagee by me or on my behalf in respect of the Lands or me proves to have been false or misleading in any material respect when made or furnished;
- (d) An order is made, an effective resolution passed or an application is filed for the winding up of the Mortgagor, or a receiver of the Mortgagor or the Lands is appointed;
- (e) I become insolvent, make a general assignment for the benefit of creditors or otherwise acknowledge insolvency, or a bankruptcy application or bankruptcy order is filed or made against me;
- (f) Any other mortgagee, encumbrancee or other party having a charge on the Lands commences proceedings to enforce its right or security in such mortgage, encumbrance or charge or take steps to collect all or any part of the income generated by the Lands; or
- (g) I abandon the Lands,

and then the Mortgagee may at its option do any one or more of the following:

- (A) demand payment of all the full amount then secured by this Mortgage;
- (B) sue me for the full amount then secured by this Mortgage;
- (C) take proceedings or any other legal steps to compel me to observe its covenants under this Mortgage;
- (D) enter and take possession of the Lands;
- (E) sell the Lands or lease the Lands;
- (F) apply to court for an order that the Lands be sold;
- (G) apply to court to foreclose my interest in the Lands so that on a final order of foreclosure my interest in the Lands will be absolutely vested in and belong to the Mortgagee;

- (H) appoint a receiver of the Lands; and
  - (I) take whatever other action is necessary to take, recover and keep possession of the Lands,
- as may be further particularized herein.

## **25. APPOINTMENT OF RECEIVER OR RECEIVER MANAGER**

At any time when there is default under any of the provisions of this Mortgage the Mortgagee may, with or without entering into possession of the Lands, appoint in writing a receiver or a receiver-manager (the "Receiver") of the Lands and of the rents and revenues therefrom with or without security. The Mortgagee may from time to time by similar writing remove any Receiver and appoint another in its place. In making any such appointment or removal the Mortgagee will be deemed to be acting as agent or attorney for the Mortgagor. The statutory declaration of an officer of the Mortgagee as to the existence of such default will be conclusive evidence of such default. Every Receiver will be the irrevocable assignee or attorney of the Mortgagor for the collection of all rents falling due in respect of the Lands. Every Receiver may, in the discretion of the Mortgagee exercised in writing, be vested with all or any powers and discretions of the Mortgagee. The Mortgagee may from time to time fix the remuneration of every Receiver, who will be entitled to deduct the same from the income or proceeds of sale of the Lands. Every Receiver will, as far as concerns responsibility for his acts or omissions, be deemed the agent or attorney of the Mortgagor and in no event the agent of the Mortgagee. The appointment of every Receiver by the Mortgagee will not incur or create any liability on the part of the Mortgagee to the Receiver in any respect. Such appointment or anything which may be done by the Receiver or the removal of any Receiver or the termination of any receivership will not have the effect of constituting the Mortgagee a mortgagee in possession of the Lands. Every Receiver will from time to time have the power to rent any portion of the Lands which may become vacant for such term and subject to such provisions as it may deem advisable or expedient. In so doing every Receiver will act as the attorney or agent of the Mortgagor and will have the authority to execute any lease of any such premises in the name of and on behalf of the Mortgagor. The Mortgagor undertakes to ratify and confirm whatever any Receiver does in respect of the Lands. Every Receiver will have full power to manage, operate, amend, repair, alter or extend the Lands in the name of the Mortgagor for all purposes including securing the payment of rental for the Lands. In exercising such powers the Receiver will have all incidental powers, including the power to borrow such funds as may be required in connection therewith. No Receiver will be liable to the Mortgagor to account for monies or damages other than cash received by it in respect of the Lands. Out of such cash so received every Receiver will in the following order pay:

- (a) its remuneration;
- (b) all payments made or incurred by it in connection with the management, operation, amendment, repair, alteration or extension of the Lands, and
- (c) interest, principal and other money which may from time to time be charged upon the Lands in priority to this Mortgage, and all taxes, insurance premiums and every other expenditure made or incurred by it in respect of the Lands.

## **26. INTERPRETATION**

- (a) If the context so requires, wherever the masculine gender is used it will include the feminine and neuter, and wherever the singular is used it will include the plural;
- (b) Wherever the word "Lands" is used it will be deemed to include the phrase "or any part thereof" where the context so permits;
- (c) If more than one person or other legal entity has signed this Mortgage as Mortgagor, then all covenants and stipulations herein contained or implied will apply to and be binding upon all signatories jointly and severally; PROVIDED always, and it is expressly agreed, that all covenants, provisions, powers, privileges and licences

herein expressed or implied will be binding upon and enure to the benefit of the respective legal personal representatives, successors and permitted assigns of the Mortgagor and the Mortgagee;

(d) The provisions contained in any schedules and appendixes to the Registered Mortgage or this filed Standard Form Mortgage are incorporated by reference and form a part of this Mortgage as fully as if set out in the body of this Mortgage. The covenants and obligations of the Mortgagor and the rights and remedies of the Mortgagee contained in this Mortgage are in addition to those granted or implied by statute or otherwise imposed or granted by law;

(e) This Mortgage may be granted pursuant to or in connection with a Loan Agreement or other agreement or security entered into by the Mortgagor with the Mortgagee. In such case neither the execution nor registration of this Mortgage or any additional or other security or documentation will act as a merger of or otherwise affect the enforceability thereof or hereof. All agreements and securities now or hereafter entered into by the Mortgagor with or in favour of the Mortgagee, whether related to the within transaction or otherwise, will be in addition to and not in substitution for any agreements or securities previously granted, unless expressly provided to the contrary therein; and

(f) In the event of a conflict between this Mortgage and any terms of a Loan Agreement, this Mortgage shall prevail.

## **27. CHARGE**

(a) For the better securing to the Mortgagee repayment in the manner aforesaid of the Indebtedness (including the Principal Amount) and interest and other charges and monies hereby secured, and for the due performance by me of each and all of the covenants, provisions and conditions herein expressed or implied, I hereby mortgage to the Mortgagee all my estate and interest in the Lands;

(b) As further security to the Mortgagee for repayment as aforesaid, I hereby assign, transfer and set over unto the Mortgagee all rents and other revenues from the Lands now or hereafter due or to become due, provided that:

(i) I will be entitled to receive and recover such rents and other revenues until default under this Mortgage;

(ii) Whenever requested by the Mortgagee I will assign to the Mortgagee my interest in each specific lease of the Lands and will execute such further specific or general assignment(s) as may be requested by the Mortgagee from time to time;

(iii) The Mortgagee will have no obligation to collect any such rents or other revenues at any time; and

(iv) Nothing contained in this clause will place or be deemed to place the Mortgagee in possession of the Lands;

(c) This Mortgage is continuing security for the due payment of the Indebtedness, but the amount of the Indebtedness from time to time outstanding, that is secured by this Mortgage shall not exceed the Principal Amount, together with interest thereon and all other amounts payable in connection herewith. However, nothing contained in this Mortgage shall in any way prejudice any right of the Mortgagee, to recover, independently of this Mortgage, the Indebtedness or any part thereof from the Mortgagor if the total amount of the Indebtedness exceeds the amount of the Principal Amount, the Mortgagee may conclusively determine what part of the Indebtedness shall be deemed to be secured by this Mortgage and what part shall be deemed not to be secured; and

(d) Notwithstanding any other provision of this Mortgage, this Mortgage shall not be void by reason of the Indebtedness becoming or being zero at any time and no payment (except as to monies realized from this Mortgage) received by the Mortgagee shall reduce or be deemed to reduce the Principal Amount unless agreed in writing between the Mortgagor and the Mortgagee.

**28. EXPROPRIATION AND CONDEMNATION**

(a) Notwithstanding anything to the contrary contained herein, if the Mortgagee receives a notice of intention to expropriate (as referred to in the *Expropriation Act*, RSA 2000, c.E-13 (the “EA”)) the Lands or the estate or interest of the Mortgagee in the Lands, or the Lands are condemned by any authority having jurisdiction in that regard, then the Indebtedness, interest and other monies hereby secured will at the option of the Mortgagee automatically become due and payable in full on demand by the Mortgagee;

(b) The damages, proceeds, consideration and award, whether awarded by the Land Compensation Board, the Surface Rights Board, a Court or otherwise, resulting from any expropriation are, to the extent of the full amount of the monies and obligations secured by this Mortgage and remaining unpaid on the date of such expropriation, hereby assigned by me and will be paid immediately to the Mortgagee; and

(c) I acknowledge that I am aware of the provisions of Sections 49 and 52 of the EA, and any amendments thereto, and I hereby waive the benefit of such provisions or any legislation similar thereto or in replacement thereof. I will pay to the Mortgagee the difference between the amount owing under this Mortgage and the monies paid by the expropriating authority to the Mortgagee, together with interest thereon at the Interest Rate both before and after maturity, default, acceleration and the obtaining of any judgement by the Mortgagee.

**29. RENEWAL, EXTENSION OR AMENDMENT**

If the Mortgagee agrees to renew, extend or amend this Mortgage, such renewal, extension or amending agreement need not be registered against the title to the Lands. Such agreement will be binding upon me, my assignees and all subsequent mortgagees, encumbrancers or other parties claiming an interest in the Lands. Such agreement will take priority as against such assignees and subsequent mortgagees, encumbrancers and other parties. It will not be necessary to register such agreement in order to retain the priority of this Mortgage so altered; provided however that the Mortgagee may at any time, in its discretion, register such agreement or a caveat pursuant to such agreement. It is expressly acknowledged that such agreement may increase the rate of interest chargeable hereunder. For the purposes of Section 10 of the *Interest Act* (Canada), where the term of this Mortgage is renewed or extended, the date of this Mortgage will be either (a) the commencement date of the renewal term of this Mortgage where the mortgage has been renewed, or (b) the date that immediately follows the expiry of the original term of this Mortgage where the mortgage has been extended, as applicable.

**30. NHA PROGRAM**

The Mortgagor hereby acknowledges and agrees that, as provided herein, the Mortgagee, at its option exercisable in its sole discretion, may insure or, in connection with the Mortgagee obtaining any financing under a NHA Program, deal with all or any part of the Indebtedness, including any Loan or any interest therein, without restriction and without notice to the Mortgagor, any borrower or guarantor, or any other person, and that it has consented to such insurance being obtained and/or dealings and that no further notice is required. Furthermore, with respect to any mortgage that is insured and/or financed under a NHA Program, each of the Mortgagor and any other borrower or guarantor hereby acknowledges and agrees that:

(a) any Additional Advances on such terms as notified to the Mortgagor from time to time, are only permitted on the condition that (i) each Additional Advance is a new Loan, or (ii) all such Additional Advances are in the aggregate a new Loan, and in each case of (i) or (ii), the new Loan will be treated as a separate and distinct Loan for all purposes including enforcement, made to the Mortgagor and the Mortgagor covenants and agrees to enter into such additional or new security documentation requested by the Mortgagee to evidence the foregoing, including and without limitation a new commitment letter and a new charge;

(b) any references or rights, in favour of the Mortgagee or otherwise, with respect to any consolidation of any security, mortgages, loans, or property with respect to any loan that is insured and/or financed under a NHA Program, are disclaimed by the Mortgagee and not applicable, with the intent that the mortgage securing only the Loan(s) that are insured and/or financed under a NHA Program be registered against the Lands and the Lands only secure the Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness; and

(c) any references or rights, in favour of the Mortgagee or otherwise, with respect to any cross-collateralization or cross-default of any security, mortgages, loans, or property, or the granting of property as security for more than one Loan, or more than one Loan being secured by a single property, in cases where not all of such Loans secured by this Mortgage are insured and/or financed under a NHA Program, are disclaimed by the Mortgagee and not applicable with respect to any Loans that are not insured and/or financed under a NHA Program, with the intent that the mortgage securing only the Loan(s) that are insured and/or financed under a NHA Program shall be registered against the Lands and the Lands shall only secure the Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness,

provided, for the avoidance of doubt, that (i) any Indebtedness in respect of any Loan(s) (including, for the avoidance of doubt, without limitation, any costs and expenses with respect thereto) that is/are insured and/or financed by the Mortgagee under an NHA Program shall have priority as to payment, collection and in respect of mortgage enforcement over any other Loan made by the Mortgagee to the Mortgagor from time to time pursuant to a Loan Agreement secured or to be secured by this Mortgage that is not insured and/or financed under a NHA Program; (ii) in no event shall the Mortgagee seek an order under any bankruptcy legislation or file or prove a claim in any bankruptcy proceeding or for the appointment of any trustee in bankruptcy in respect of the Mortgagor until after the date that the outstanding principal amount of all Loans that are insured and/or financed under a NHA Program are irrevocably discharged in full; and (iii) to the extent that all insurance proceeds and realization proceeds arising from or relating to enforcement of this Mortgage are insufficient to irrevocably discharge in full all Indebtedness, the deficiency in respect of any Indebtedness other than Indebtedness in respect of Loans that are insured and/or financed under a NHA Program shall be borne by the Mortgagee and the Mortgagee shall not pursue any judgment in respect of an amount that is greater than such deficiency.

### **31. CONSOLIDATION OF MORTGAGES**

The doctrine of consolidation will apply to this Mortgage and any other mortgages granted by the Mortgagor to the Mortgagee. This means that if the Mortgagor has granted any other mortgages to the Mortgagee then, after default, the Mortgagee may consolidate this Mortgage with all of the mortgages so that the Mortgagor cannot repay the amounts secured by any one of the mortgages without repaying all of the monies secured by all of the mortgages. The foregoing provision is, however, subject to terms hereof, including that any references or rights, in favour of the Mortgagee or otherwise, with respect to any consolidation of any security, mortgages, loans, or property with respect to any Loan that is insured and/or financed under a NHA Program with any security, mortgages, loans, or property with respect to any Loan that is not insured and/or financed under a NHA Program, are disclaimed by the Mortgagee and not applicable, with the intent that the security securing only the Loan(s) that are insured and/or financed under a NHA Program be registered against the Lands and the Lands only secure the Indebtedness arising from Loan(s) that are insured and/or financed under a NHA Program and no other indebtedness.

### **32. LOAN PRIORITY**

If this Mortgage secures Indebtedness relating to multiple Loans at any time, the Mortgagee has the right to allocate and apply all payments (including prepayments) received from or on behalf of the Mortgagor, or any other borrower or guarantor, to any Loan as the Mortgagee may determine in its sole discretion, both before and after default (regardless of any other designation or allocation of such payments by the Mortgagor or any other borrower or guarantor). The foregoing provision is however subject to terms hereof, including, for the avoidance of doubt, that (i) any Indebtedness (including, for the avoidance of doubt, without limitation, any costs and expenses with respect thereto) in respect of any Loan(s) that is/ are insured and/or financed by the Mortgagee under an

NHA Program shall have priority as to payment, collection, and in respect of this Mortgage, enforcement over any other Loan made by the Mortgagee to the Mortgagor from time to time pursuant to a Loan Agreement secured or to be secured by this Mortgage that is not insured and/or financed under a NHA Program; (ii) in no event shall the Mortgagee seek an order under any bankruptcy legislation or file or prove a claim in any bankruptcy proceeding or for the appointment of any trustee in bankruptcy in respect of the Mortgagor until after the date that the outstanding Indebtedness in respect of all Loans that are insured and/or financed under a NHA Program are irrevocably discharged in full; and (iii) to the extent that all insurance proceeds and realization proceeds arising from or relating to enforcement of this Mortgage are insufficient to irrevocably discharge in full all Indebtedness, the deficiency in respect of any Indebtedness other than Indebtedness in respect of Loans that are insured and/or financed under a NHA Program shall be borne by the Mortgagee and the Mortgagee shall not pursue any judgment in respect of an amount that is greater than such deficiency.

### **33. MORTGAGEE'S RIGHT TO FREELY DEAL WITH LOAN SECURED BY THIS MORTGAGE**

The Mortgagee, at its option exercisable in its sole discretion, may sell, transfer, assign, encumber, create a trust in respect of, securitize, in any transaction, insure, or otherwise deal with all or any part of the Indebtedness, including any Loan, the Indebtedness and applicable loan agreement, or any interest therein, without restriction and notice to the Mortgagor, any borrower, guarantor or any other person, and the Mortgagor hereby acknowledges and agrees that it has consented to such dealings and that no further notices are required.

If the Mortgagee does so, the Mortgagor agrees that this Mortgage shall continue to secure all Indebtedness, including each Loan and Indebtedness, or any interest therein, that have been so sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, and all Indebtedness, including each Loan and Indebtedness, which arise after any such sale, transfer, assignment, encumbrance, trust, securitization, or other dealing (provided, for the avoidance of doubt, that the Loan and Indebtedness shall continue to be subject to the terms hereof, including that any Indebtedness in respect of a Loan that is insured and/or financed by the Mortgagee under an NHA Program shall have priority as to payment, collection, and in respect of this Mortgage, enforcement, irrespective of the time or the order of any Loans, over any other Loan made by the Mortgagee to the Mortgagor from time to time pursuant to a Loan Agreement secured or to be secured by this Mortgage that is not insured and/or financed under an NHA Program, and this action shall not have any impact on the interest rate or other terms of the Loans pursuant to the respective Loan Agreements). Once sold, transferred, assigned, encumbered, made subject to a trust, securitized, or otherwise dealt with, such Indebtedness, including each Loan and all Indebtedness, or any interest therein may be repurchased, reacquired, or redeemed by the Mortgagee at any time, whether or not a Default has occurred.

The Mortgagee may from time to time, in connection with the sale, assignment, syndication or securitization of a Loan, or otherwise, appoint or designate a custodian or agent for a Loan, which custodian or agent may be the registered mortgagee. The Mortgagor acknowledges that such custodian or agent will have no liability whatsoever to the Mortgagor in connection with a Loan.

The Mortgagee shall have the unrestricted right from time to time to appoint a third party to service or administer any Loan, and to deal with the Mortgagor in place of the Mortgagee, provided that until the Mortgagee gives notice of such appointment to the Mortgagor shall continue to deal with the Mortgagee in matters pertaining to the servicing or administration of the Loan.

### **34. CONSENT TO DISCLOSURE**

In connection with the processing, approving, funding, servicing, and administering, or any insurance, sale, securitization, or financing of all or any part of the Indebtedness, including any Loan under a related Loan Agreement, or any interest therein, any of the Mortgagee, any mortgage loan insurer, the Financing Guarantor, any other person having or proposing to acquire any interest in all or any part of the Indebtedness, including any Loan under a related Loan Agreement, from time to time (including their respective advisors, agents, lawyers, accountants, consultants, appraisers, credit verification sources, credit rating agencies and servicers), or any other person in connection with any collection or enforcement proceedings taken under or in respect of all or any

part of the Indebtedness, including any Loan or a related Loan Agreement (“Information Access Persons”), may, as it may determine in its sole discretion in accordance with Privacy Laws, collect, use and store information and materials (including Confidential Personal Information) provided by the Mortgagor to, or obtained by or on behalf of, the relevant Information Access Person, relating to the Indebtedness, including any Loan under the related Loan Agreement, the Mortgagor, or the Lands (both before and after any new loan, any re-financing of a loan, any re-advances and any further advances on any loan, and/or any default) without further notice to the Mortgagor, any other borrower or guarantor, and any such Information Access Person may, as it may determine in its sole discretion in accordance with Privacy Laws, from time to time transfer, assign, release, disclose, exchange or share such information and materials (including Confidential Personal Information) to or with:

- (a) any other Information Access Persons; and
- (b) any governmental authority having jurisdiction over it or any of its activities, and the Mortgagor hereby irrevocably consents to the collection, use, storage, release, disclosure, exchange, sharing, transfer, and assignment of all such information and materials (including Confidential Personal Information) in accordance with Privacy Laws.

### **35. INSPECTIONS**

The Mortgagor authorizes each of the Mortgagee, any mortgage loan insurer, a Financing Guarantor, or any of its authorized representatives or agents to enter upon the Lands and to enter any buildings on the Lands at any time:

- (a) to inspect the Lands and the condition of the buildings and other improvements on the Lands; and
- (b) to conduct any environmental testing, site assessment, investigation, or study that the Mortgagee or its authorized representatives deem necessary, including taking soil and ground water samples and creating bore holes in order to obtain such samples.

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**[End of Standard Form Mortgage]**