



**Consumer General Collateral Mortgage  
Standard Charge Terms  
Land Registration Reform Act**

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The following set of standard charge terms shall be deemed to be included in every charge in which the set is referred to by its filing number, as provided in section 9 of the Act.

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## 1. Definitions

This section defines specific terms you will find in this set of Standard Charge Terms:

**Mortgage** means:

- the Charge/Mortgage of Land, which is the part of this mortgage that is or will be registered against the title to your property;
- any schedules that are attached to the Charge/Mortgage of Land; and
- this set of Standard Charge Terms.

**You** and **your** mean each person, corporation and any other entity who has signed this mortgage as a borrower. This includes the personal and legal representatives of each person, corporation and any other entity.

**We, us,** and **our** mean Canadian Imperial Bank of Commerce.

**Your property** means the land described on the Charge/Mortgage of Land. This includes all buildings and structures on the land now or added later, as well as anything attached to the land or any building or structure on the land now or added later. Under this mortgage, your property also includes any improvements, substitutions, additions or alterations made to any building, structure or the land during the period this mortgage is in effect. If your property is a condominium unit, your property includes your interest in the common elements and any other interest that you may have in the assets of the condominium corporation. Any references to your property mean all or any part of your property.

**Principal amount** means the amount of money identified as the principal amount on the Charge/Mortgage of Land.

**Costs** mean all amounts, in addition to the principal amount and interest on the principal amount, that you must pay under this mortgage or under any agreement. Costs include any interest on these amounts that you owe us.

**Debt** means the amount of money you owe us at any given time, regardless of when or how that obligation occurred. It includes **all** amounts of money you either owe us now or will owe us in the future. You can be liable for debt in many ways, including:

- dealing directly with us, such as signing an agreement with us or borrowing money from us;
- through your agreements with others where we become your creditor;
- as borrower of the principal amount of another loan; or
- as guarantor of any loan.

The debt can include unpaid principal, interest on unpaid principal, defaulted payments, interest on defaulted payments, other costs and interest on other costs.

**Agreement** means any agreement, note, guarantee, or other document between you and us that relates to the debt. It also includes changes to these documents and any replacement to any of the documents.

**Interest Adjustment Date** means the date identified as the interest adjustment date on the Charge/Mortgage of Land. If there is no Interest Adjustment Date identified on the form, the Interest Adjustment Date is the date you sign this mortgage.

**CIBC Prime Rate** means the annual variable reference rate of interest that the Canadian Imperial Bank of Commerce (CIBC) declares from time to time as its prime rate for Canadian dollar loans made by CIBC in Canada. The CIBC Prime Rate can change at any time.

**Taxes** means all taxes, assessments and levies of any kind and includes any interest and penalties. Examples of taxes include property taxes, local improvement assessments, school taxes and development charges. Taxes could also include penalties or costs associated with a cleanup following a fire, explosion or other destruction or damage.

**Lien** means a claim by a person or corporation or by a government authority against property belonging to another person or corporation until a debt owed by that person or corporation is totally paid. A lien can take many forms such as a mortgage, charge, assignment, security interest, judgment or attachment.

## **2. What this mortgage does**

By signing the Charge/Mortgage of Land, you charge your entire interest in your property, both present and future, to us. Your interest in your property is security to us for repayment of the debt and your performance of all your obligations under this mortgage or any agreement.

You agree to pay the debt as required by this mortgage and all agreements, and to meet all of your obligations under this mortgage and under all agreements. You agree to make all payments required by this mortgage and all agreements in full, without delay, without making any set off, abatement, counterclaim or deductions, and without withholding any amounts. You agree not to cancel, offset or reduce any payments that you have made or that you are required to make by this mortgage or by any of the agreements.

### **2.1 Your interest in your property**

If you own your property, you certify that you are the lawful owner of your property and have a right to give us this mortgage.

If you are a tenant or you are leasing your property, you charge your entire interest in your property to us for the entire term of the lease (except the last day) including any renewals, and your interest in your property includes any option or right of refusal to purchase. You certify that:

- your property is leased to you under a valid lease, and you have given us a copy of the lease; and
- you have the right to mortgage your interest in the leased property to us.

In all cases, you also certify that there are no liens affecting your interest in your property, except those that have been registered in the land registry office where this mortgage is registered or liens approved by us in writing. An example of a lien would be another mortgage.

You also certify that building and zoning by-laws for the property have been complied with.

You also agree that you will sign any other document or do what is necessary, in our opinion, to make sure that all of your interest in your property has been fully charged to us so that the debt is adequately secured. You will be responsible for any costs associated with obtaining these documents, taking any actions we require, and proving that your interest in your property has been charged to us.

### **2.2 Who is obligated by this mortgage**

The obligations under this mortgage are the collective and individual responsibility of each person, corporation and any other entity who signed it. This means that each borrower and guarantor is responsible for meeting all obligations in this mortgage or any agreement and paying the entire debt, even if others have also signed this mortgage.

In addition, your legal and personal representatives and anyone else to whom your property is transferred must meet the obligations in this mortgage. Anyone to whom we transfer this mortgage is also obligated by this mortgage.

You will continue to be obligated under this mortgage even if your property is transferred or there are changes to this mortgage or any of the agreements.

### **2.3 Maximum amount secured**

The maximum amount secured under this mortgage is the total of:

- the principal amount;
- interest on the principal amount;
- costs;
- interest on unpaid costs; and
- interest on unpaid interest.

The debt may be more than the maximum amount secured.

### **2.4 Continuing security**

This mortgage is continuing security for the debt.

This mortgage is not affected by any of the following events:

- any change in the amount or type of debt;
- any change in any accounts related to the debt;
- any change in any agreement; or
- the reduction of the debt to zero at any particular time.

Even if one or more of these events occurs, this mortgage will still be in effect and will not be considered to be discharged

## **2.5 Additional security**

This mortgage is in addition to any other security that we may hold now or in the future for any part of the debt. It does not replace any security that we may hold now or in the future for any part of the debt.

If we obtain a judgment against you, we will be able to rely on our rights under both the judgment and this mortgage. The judgment will not affect any other security we may have. We will be entitled to interest on any judgment at the interest rate shown on the Charge/Mortgage of Land until we are fully paid.

This mortgage does not prevent us from using other means to obtain repayment of the debt.

## **2.6 Securing more than one obligation**

This mortgage may secure more than one obligation to us. The interest rate and other terms of the obligations that are included in the relevant agreement are not changed or affected by this mortgage.

## **2.7 Making material changes**

Any agreement to make material changes to the mortgage terms and conditions will apply to every person, corporation and entity who signed the Charge/Mortgage of Land, including guarantors, as well as to those who agree to the changes in writing. This applies even if all persons, corporations and entities who signed the Charge/Mortgage of Land do not agree to the changes in writing, or are not advised of the changes. Examples of these changes include extensions of the time for payments, changes in the interest rate and renewals or extensions of the term of this mortgage.

## **3. Interest**

The interest rate you pay on any part of the debt will be the rate stated in the agreement you sign that relates to that part of the debt. Interest will be calculated as stated in the relevant agreement. If the method of calculating interest is not stated, interest will be calculated and compounded monthly. If the interest rate is not stated in the relevant agreement, you will pay interest at the rate shown on the Charge/Mortgage of Land. Interest on overdue interest will be calculated at the same rate.

Interest is payable on the debt until it has been paid, both before and after the demand, before and after default, and before and after we obtain any court judgment against you.

For purposes of calculating interest, a year is always 365 days, even in a leap year.

## **4. Costs**

You must pay us, when we demand, all of our costs related to this mortgage, your property, or any agreement. These amounts are payable immediately to us. You must pay interest on these costs from the date they are paid by us until you repay them.

If you do not pay them, we may declare you in default on this mortgage. We may also add these amounts to the debt and charge you interest on them until you repay them.

You must pay us these costs even if we have not advanced you any money under this mortgage or any agreement.

Examples of these costs include:

- investigating the title to your property;

- preparing, signing and registering this mortgage and any related documents;
- lawyer's fees and disbursements, charged on a "substantial indemnity" basis;
- appraising, inspecting, protecting, repairing, or insuring your property;
- enforcing any of our rights (including taking possession of your property) under this mortgage;
- preparing your property for sale or lease and selling or leasing it; and
- legal expenses, expenses of our agents, and any other costs of protecting our rights, including a reasonable allowance for the time and services of our employees.

## **5. Payments**

### **5.1 Demand for payment**

You will pay us the debt when we demand that it be paid. We will not demand repayment of the debt unless:

- we have the right to demand repayment under this mortgage or any agreement, or
- you are in default on this mortgage or any agreement.

Any demand for repayment of the debt will be done in writing. We will either deliver this notice to you personally, or mail it to you by first class mail to the most recent address we have on file for you. It will be considered to be received by you on the earlier of the following dates:

- the date it is delivered to you, or
- the fifth day after we mail it.

### **5.2 How we apply money we receive from you**

Unless we have signed an agreement stating otherwise, we will apply any money we receive to reduce the debt in any way we see fit.

If the debt is more than the amount secured by this mortgage, we may decide what part of the debt is secured by this mortgage.

### **5.3 Prepaying the debt**

You may only prepay a part of the debt if it is allowed by a written agreement that relates to that part of the debt. If prepayment is allowed, the terms and conditions related to prepayment will be found in the relevant agreement.

### **5.4 Date of this mortgage**

You agree that only for purposes of defining the date of this mortgage for any statutory right of prepayment, the date of this mortgage is the interest adjustment date. This is the case even if this mortgage was signed on a different date.

### **5.5 Missed payments**

If you do not make a payment as required by this mortgage or any agreement, we are not obligated to accept subsequent payments.

### **5.6 Demand to repay the total debt**

We may require you to repay the total debt immediately if one of the following events occurs:

- you do not make any payment as required by this mortgage or any agreement;
- you do not meet one of your obligations under this mortgage or any agreement;
- you do not make a payment required for money borrowed from someone other than us;
- any statement that you make or you have made to us relating to your property, this mortgage, any agreement, the debt, or your financial situation is not true at the time it is made;

- a lien or a notice of lien is registered against your property without our prior written consent;
- you sell, transfer, lease or mortgage your property;
- you allow your property to become vacant or you abandon your property;
- the use of any part of your property changes without our prior written consent;
- you are a corporation and there is a change in effective control of the corporation or there is an order or resolution passed for winding-up, liquidating or dissolving the corporation;
- you are a partnership and there is a change in membership of the partnership or the partnership is dissolved;
- you become insolvent, you declare bankruptcy or you make a proposal in bankruptcy;
- you assign your property to other creditors;
- any proceedings are begun by you or by others against you that affect your property, other assets, or debts under any law relating to bankruptcy, insolvency, reorganization, arrangements, or relief of debtors;
- you are declared bankrupt or a receiver (including a receiver and manager), trustee, custodian or other similar official is appointed for you or for any part of your property; or
- a power of sale or foreclosure has begun against all or any part of your property.

If any one of the circumstances listed above occurs, you are not meeting your obligations under this mortgage.

If we demand repayment of the debt in any of these circumstances, it will not affect our right to demand payment in any other circumstances covered by this mortgage or any agreement and will not affect any of our other rights under this mortgage or any agreement.

## **6. Your obligations related to your property**

### **6.1 *Protecting your title and our interest***

You will take any necessary action to protect your title to your property. You also agree not to interfere with our interest in your property.

### **6.2 *If you are a tenant or a lessee of your property***

If you are a tenant or a lessee of your property, you certify all of the following to us, and you agree that:

- Your property is leased to you under a valid lease, and that you have given us a complete copy of your lease, and that you have good leasehold title to your property.
- All rents and other amounts payable under your lease have been paid up to the date you sign this mortgage.
- You have met all of your obligations under your lease up to the date you sign this mortgage.
- Your landlord, or the person leasing your property to you, has agreed that you may mortgage your interest in your property to us. If we ask you to, you will provide us with evidence that you have this consent, or that you have the right to mortgage your interest in your property without the consent of your landlord or the person who leases your property to you. The evidence must be in writing and it must be satisfactory to us.
- There are no liens or limitations on your interest in your lease except those identified in your lease, or registered against the title to your property, or contained in building and zoning by-laws.
- You and your landlord, or the person leasing your property to you, have complied with all restrictions registered against the title to your property, and with all building and zoning by-laws.
- You will pay all rent and all other payments required by your lease when they are due.
- You will meet all of your obligations under your lease.
- You will not surrender your lease or cause your lease to be terminated.
- You will not make any change in your lease without first obtaining our written consent.

- You will give us a copy of any notice, demand or request that you receive relating to your lease. You must give this to us immediately after you receive it.
- You will sign any other document or take any further action that we think is necessary, to ensure that your interest in your property and in your lease has been fully charged to us and that the debt is adequately secured. You will pay all costs and charges related to doing so.
- You will protect and indemnify us from all actions, claims, costs and demands if you default on your lease.
- You will hold your property in trust for us for the last day of the term of your lease, and the last day of any renewal term of your lease. You will only deal with your property on the last day in the way that we require.
- At our request, you will transfer to us the last day of the term of your lease, and the last day of any renewal term of your lease. You must pay all expenses related to this transfer.
- If we enforce our rights under this mortgage, including selling your property under power of sale, then you will hold the last day of the term of your lease, and the last day of any renewal term of your lease, in trust for any person to whom we sell your interest in your property, including that person's legal and personal representatives and successors. We may remove you or anyone else as trustee of the trust and appoint one or more trustees.
- You appoint us as your attorney so that we may assign your lease and the last day of the term of your lease and the last day of any renewal term of your lease on your behalf and in your name. You also appoint us as your attorney so that we may transfer your interest in your property as required to enforce any of our rights under this mortgage, including our right to sell your property under power of sale.

### **6.3 Demolition and alterations**

You will not demolish any building or structure, or part of any building or structure, on your property without first obtaining our written approval.

You will not make any substantial alterations, additions or improvements to your property without first obtaining our written approval of your proposed plans for these changes.

If we agree to let you make alterations, additions or improvements to your property, the following conditions apply:

- The work must be completed as quickly as is reasonably possible.
- The work must meet all government requirements and zoning and building, by-laws and other standards that apply to your property. If we ask you to, you will give us proof that the work meets all government requirements and building standards.
- You will pay all costs associated with the work, and you will provide us with proof that all amounts that are owed for the work have been paid.
- You must retain all required holdbacks, unless we choose to do so.
- We may obtain an order removing any construction lien. If we think it is necessary, we may provide financial guarantees or other security to obtain this order. You must pay to us immediately **all** of our charges, costs and expenses related to this. If you do not, we will add these to the debt.

We may make advances to you under this mortgage based on the progress in completing improvements. Any improvements will form part of your property and be covered by this mortgage.

### **6.4 Insurance (does not apply if your property is a condominium unit)**

You must insure and keep insured all buildings, structures, fixtures and improvements on your property for not less than full replacement value in Canadian dollars. You must keep this insurance coverage in place at all times until this mortgage has been discharged.

Your insurance must include coverage for loss or damage caused by fire with extended perils coverage. At any time, we may require that you also obtain coverage for additional perils, risks or events. If a steam boiler, pressure vessel, oil or gas burner, coal blower, stoker or sprinkler system or any other comparable equipment is operated on your property, then you must also have insurance coverage for loss or damage caused to the equipment, or by the equipment, or by the explosion of the equipment.

If we ask you to, you must provide us with certified copies of all insurance policies. At least 15 days before any insurance policy expires, you must provide us with evidence that you have renewed the policy. All insurance policies must remain in effect until this mortgage has been discharged. All insurance policies must:

- be with a company that is satisfactory to us;
- contain mortgage clauses approved by the Insurance Bureau of Canada, or by us, confirming that any loss proceeds will be paid first to us; and
- give us the first right to receive and to have a lien on the loss proceeds.

If you do not arrange for insurance or if you do not pay the premium for any insurance policy, we may arrange for insurance and pay the premium. However, we are not obligated to do this. If we pay any insurance premium or other amount of money for insurance on your behalf, you must repay us immediately. If you do not, we will add the amount to the debt and charge you interest on the amount at the interest rate shown on the Charge/Mortgage of Land, until you pay us that amount.

If any loss or damage occurs, you must immediately do everything necessary to enable us to obtain the insurance money. You must pay all expenses related to this. You agree that if we produce this mortgage, that will be sufficient authority for the insurance company to pay us any insurance money that arises because of a loss. By signing this mortgage, you authorize and direct the insurance company to do so. We may use part or all of the insurance money to:

- repair or rebuild your property;
- reduce any part of the debt, whether it is due or not, including paying any prepayment charges that are payable; or
- pay you to be used by you to repair or rebuild the property.

We have the right to decide how to use the insurance money.

## **6.5 Taxes**

On or before the interest adjustment date, we may withhold from any advance under this mortgage any amount we feel necessary to pay current or future taxes.

After the interest adjustment date, if we ask you to, you agree to pay us periodically a tax instalment in an amount based on the estimated annual taxes that will be payable for the following year. We have the right to determine the amount of the estimated annual taxes, and the amount of your tax instalments.

In either case, if the taxes on your property are more than our estimate, or if for any other reason the amount you have paid to us for taxes is less than the amount we have paid for taxes, we will charge you interest on the difference.

If you want to take advantage of any discount or avoid any penalty or interest in connection with the payment of taxes, you must pay us the appropriate amount in addition to the instalments we calculate.

If the taxes on your property are more than our estimate, you will immediately pay us the difference when we ask you to.

You agree to send us all tax bills and other notices or communications related to taxes as soon as you receive them. If you do not, we may obtain these documents, but you must pay us the costs of obtaining them immediately. If you do not, we will add the cost to the debt.

We do not have to hold in trust any money you send to us for taxes. We do not have to pay interest on the money you send us to pay taxes. We do not have to pay taxes more than once a year.

If you do not meet any one or more of your obligations under this mortgage or any agreement, we may apply any money that we have received for taxes to any portion of the debt. You agree to repay to us any costs we incur in paying your property taxes, including amounts charged by the taxing authority for providing information about your property taxes, for sending us your property tax invoices or for accepting property tax payments from us on your behalf. You agree that we may add these amounts to your tax instalments.

We may choose not to require that you pay taxes to us, in which case you will be responsible for paying all taxes relating to your property. If this is the case, you will

provide us with all of the receipted tax bills by the end of each calendar year. If you do not, we may obtain these receipts and you must pay us the cost of obtaining them. If you do not, we will add the costs of obtaining them to the debt. If, for any reason, you do not pay the taxes when required, then we may require that you pay your taxes to us as described above.

## **6.6 Repairs**

You must keep your property in good condition and in a good state of repair.

You must carry out all necessary repairs and you must not do anything, or let anyone else do anything, that lowers the value of your property.

You must also comply with every present and future law, by-law, ordinance, regulation and order that affects the condition, repair, use or occupation of your property.

You authorize us to enter your property at all reasonable times to inspect and repair your property. By entering your property to inspect it or do repairs, we are not becoming a mortgagee in possession of your property.

We can make any repairs we think are necessary if, in our opinion:

- you do not keep your property in good condition and a good state of repair;
- you do not carry out all necessary repairs, or you do anything, or you allow anything to happen, that lowers the value of your property; or
- you do not comply with all present and future laws, by-laws, ordinances, regulations and orders that affect the condition, repair, use or occupation of your property.

You are responsible for the costs of any repairs and any inspections. You must pay us these costs immediately. If you do not pay these costs immediately, we will add the costs to the debt. If we add the costs to the debt interest will be charged on these costs at the interest rate shown on the Charge/Mortgage of Land until you pay these costs to us.

## **6.7 Hazardous or illegal substances, environmental regulations, and illegal activities**

You certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property (or any land next to your property) is, or has ever been, or will in the future be, used to manufacture, refine, handle, treat, store, dispose of or in any other way deal with any hazardous or illegal substances, except as allowed by laws, regulations and orders. You may not use your property to manufacture, refine, handle, treat, store, dispose of or in any other way deal with any hazardous or illegal substances as allowed by laws, regulations and orders, unless you have first notified us in writing that you intend to do so, and you have received our written approval.

You also certify that you have made reasonable investigations and enquiries and that, to the best of your knowledge, no part of your property now contains, nor has it ever contained, nor will it contain in the future, any hazardous or illegal substance that may lower the value of your property or negatively affect the marketability of your property.

You certify that no part of your property is or will be used for any illegal purpose, including as a brothel, a gaming house, or for the cultivation or processing of marijuana or other illegal substances.

At any time we may require you to obtain an environmental audit of all or any part of your property. However, we do not have to do so. If we do, you are responsible for all of the costs associated with conducting the environmental audit. The audit must be satisfactory to us. Any environmental audit will not relieve you from your obligations under this section. We can require as many environmental audits as we think necessary.

We may enter and inspect your property and conduct any environmental testing that we consider necessary. You are responsible for the costs of these tests, including interest at the interest rate shown on the Charge/Mortgage of Land. You must pay us these costs, including interest, immediately.

If hazardous or illegal substances are found on your property, regardless of the source or cause, you must immediately carry out all work required to remove the hazardous or illegal substances from your property and repair the damage to your property. The plans and proposals for doing the work and repairs must have been prepared in consultation with us and have been approved, in writing, by us in advance. When the

work is completed, you must provide us with confirmation in writing that the work is completed. This confirmation must be in a form acceptable to us. You are responsible for all of the costs associated with this work, including providing evidence that the work has been completed.

If you fail to meet one or more of your obligations under this section, you agree that we may do all or any part of the work we feel is necessary. However, we are not obligated to do so. If we do, you will be responsible for **all** of the costs associated with this. You must pay us these costs immediately. If you do not, we will add these costs to the debt. If we add these costs to the debt, interest will be charged at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

In all cases, you will protect and indemnify us against all actions, claims, lawsuits, costs or other demands relating to hazardous substances or illegal substances on your property, and any breach of your obligations under this section.

If we enforce our rights under this section, we will not be considered to have taken possession, management or control of your property. This also applies to our agents.

### **6.8 Ontario New Home Warranties Plan Act**

If the *Ontario New Home Warranties Plan Act* applies to your property, you agree to meet all of its requirements. You also agree to reimburse us for any costs that we incur in meeting your obligations or enforcing your rights on your behalf, if we choose to do so. You must pay us these costs immediately. If you do not, we will add these costs to the debt. If we add these costs to the debt, interest will be charged at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

## **7. Condominium (applies only to property that is a condominium unit)**

### **7.1 Compliance with the Condominium Act, 1998**

You will meet all of the requirements of the *Condominium Act, 1998* and the declaration, by-laws and rules and regulations of the condominium corporation as they exist from time to time.

### **7.2 Payment of amounts and common expenses**

You will pay all amounts required by the *Condominium Act, 1998* and by the declaration and by-laws of the condominium corporation on or before they are due. You must also pay common expenses and any other amounts charged by the condominium corporation. If we ask, you must give us proof that you have paid all of these amounts.

If you do not pay any amounts that you are obligated to pay, we may do so on your behalf. If we do, you must reimburse us immediately for these payments. If you do not, we may declare that you are in default on this mortgage, or add these amounts to the debt, or do both. If we add these amounts to the debt, interest will be charged at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

### **7.3 Notices and demands**

You will mail to us by prepaid registered mail, or deliver to us, copies of all communications related to your unit or the common elements of the condominium corporation, including:

- notices;
- assessments;
- claims or demands for payment;
- new rules or regulations;
- requests or demands of us to consent to any matter; and
- every other communication relating to your unit or to the common elements of the condominium corporation.

You must ensure that we receive these communications at least 5 days before any claim or demand is payable or, in the case of other communications, within 5 days of the date you receive them.

#### **7.4 Voting rights**

You authorize us to do the following in your name and on your behalf:

- exercise your right to vote at any meeting of the condominium corporation; and
- consent to any matter relevant to the management, sale or other dealings with your property or assets of the condominium corporation or the termination of the application of the *Condominium Act, 1998* to the condominium corporation's property or to your property.

We can do this whether or not you are in default.

We may decide not to use our rights to vote or consent. If we decide not to use these rights, we may notify the condominium corporation, in which case you may vote or consent yourself. Our decision not to vote or consent can be for a limited time or for a particular meeting or matter.

When we do vote or consent for you, we do not become a mortgagee in possession, nor are we responsible to protect your interests nor for the way we vote or consent. We are also not responsible if we do not vote or consent.

#### **7.5 Acceleration of repayment of the debt**

At our option, the debt will become payable immediately if:

- government of the condominium corporation's property by the *Condominium Act, 1998* is terminated;
- a vote of the unit owners authorizes the sale of the property of the condominium corporation or of a part of its common elements;
- the condominium corporation fails to meet the requirements of the *Condominium Act, 1998*, its declaration, by-laws, rules and regulations;
- the condominium corporation fails to insure the units and common elements against destruction or damage by fire and other perils usually insured against for full replacement value;
- the condominium corporation fails, in our opinion, to manage the condominium property and assets in a careful way or to maintain its assets in good repair; or
- the condominium corporation fails to insure all the condominium units and common elements according to law and any additional requirements we may have, or fails to do all that is necessary to collect insurance proceeds.

#### **7.6 Insurance**

Under the *Condominium Act, 1998*, the condominium corporation must have appropriate insurance. In addition, you must insure all improvements which at any time have been made to your property against loss or damage by fire and, as well, against additional risks as we may require. We have the right to approve the insurance company or companies.

You and the condominium corporation assign and transfer the policy or policies of insurance and any payments under them to us. If we ask for them, you must give us certified copies of every insurance policy.

If you or the condominium corporation fail to keep the buildings and improvements insured or do not provide us with evidence of renewal at least fifteen days before the termination of any insurance we may obtain insurance for the buildings or improvements. However we are not obligated to do this. Any premiums or money which we pay for insurance will be immediately payable by you to us. If you do not pay them, we may add this amount to the debt. If we add this amount to the debt, we will charge interest on the amount at the interest rate shown on the Charge/Mortgage of Land until it is repaid.

If any loss or damage occurs, you will immediately, at your expense, do everything necessary to enable us to obtain the insurance money. We may use all or any part of the proceeds to do any one or more of the following, as permitted by law:

- repair the damage;
- pay you; or
- reduce any part of the loan amount whether or not it is due, including paying any prepayment charges that result.

The obligation to insure may be performed by the condominium corporation and the proceeds of insurance may be payable in accordance with the declaration and by-laws of the condominium corporation.

You promise that, in the event of loss or damage, you will fully comply with the terms of all insurance policies and with the insurance provisions of the declaration and by-laws and that, as a member of the condominium corporation, you will insist that the condominium corporation comply with these terms.

## **8. Our rights**

### **8.1 *We are under no obligation to make advances to you under this mortgage or any agreement***

We may, for any reason, decide not to advance you money under this mortgage or any agreement, even if:

- you have signed this mortgage or any agreement;
- this mortgage has been registered; or
- we have already advanced money under this mortgage or any agreement.

### **8.2 *Releasing your property from this mortgage***

We may release our interest in all or part of your property, whether or not we receive any value for doing so. We will be accountable to you only for money that we actually receive.

If we release our interest in only part of your property, the remainder of your property will continue to secure the debt, up to the amount secured. The maximum amount secured under this mortgage is the total of:

- the principal amount;
- interest on the principal amount;
- costs;
- interest on unpaid costs; and
- interest on unpaid interest.

Your obligations, and the obligations of any guarantor, under this mortgage or any agreement will continue unchanged. If your property is subdivided, each part of your property will secure all of the debt.

### **8.3 *Changes and extension of time***

We may deal with you and others, including any guarantors, as well as any security we hold as we see fit without affecting our rights. This includes:

- varying your credit;
- granting an extension of time; and
- taking or giving up security that we hold.

Any actions we take will not affect your obligations under this mortgage or any agreement or your responsibility to repay the debt.

### **8.4 *Taking possession***

If you are in default on any of your obligations under this mortgage or any agreement, we may, at our option, take possession of your property and you certify that, if we take this action, your property is free from any liens except for those liens we have approved of in writing.

### **8.5 *Enforcing our rights***

If you do not make one or more payments when required under this mortgage or any agreement, or if you do not meet one or more of your other obligations under this mortgage or any agreement, we may enforce our rights by taking certain actions. We have the right to take one or more of these actions at the same time or in any order we choose. These actions include:

- **Enter your property.** We may enter your property at any time, without your permission, and make any necessary arrangements to inspect, collect rent, manage, repair or complete construction. We may lease or sell your property without actually taking possession of it. We will not be considered to be a mortgagee in possession of your property unless we actually take possession of it. While in possession, we will only be accountable for money actually received. We may take possession of your property without any liens or interference.
- **Appoint a receiver.** We can appoint in writing a receiver (including a receiver and manager) to collect any income from your property. The receiver will be your agent, not ours, and you alone will be responsible for anything the receiver does or fails to do. We are not accountable for any money received by the receiver except for money that we actually receive. The receiver may use every available remedy or action that we have under this mortgage to collect the income from your property, take possession of part or all of your property, or to manage your property and keep it in good condition. From the income collected, the receiver will pay the following:
  - ♦ all rents, taxes, insurance premiums and other expenses required to keep your property in good condition;
  - ♦ its own commission as receiver;
  - ♦ all amounts required to keep any liens ranking in priority to this mortgage in good standing;
  - ♦ interest owing under this mortgage; and
  - ♦ all or any part of the debt, whether it is due or not.
- **Sue you.** We may take any action that is necessary to collect the debt.
- **Lease your property or collect rents.** If you are in default on this mortgage for more than 15 days, we may enter and lease your property after giving you 15 days notice. If you are in default on this mortgage for more than 30 days, we may enter on and lease your property without informing you. You assign to us all rents from your property. This assignment becomes effective when a default on this mortgage occurs. If we think it is reasonable, we may cancel or amend any lease or enter into new leases without being responsible for any resulting loss. We may apply the money collected under any lease, after paying all costs and expenses, to any part of the debt. We will only be accountable for the remaining money when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the debt in full, you must pay us the difference.
- **Power of sale.** If you are in default on this mortgage for 15 days or more, we may, on at least 35 days written notice to you as required by Part III of the Mortgages Act, enter and sell your property, or any part of your property. We may sell your property for cash or on credit, or partly for cash and partly on credit. We may sell your property by private sale or public auction and for whatever terms we can obtain. If we think it is reasonable to do so, we may cancel or amend any contract of sale, or postpone any sale, without being responsible for any resulting loss. We may apply the money from any sale (after paying all costs and expenses) to reduce any part of the debt. We will be responsible only for the money when we actually receive it. If the money remaining, after paying all costs and expenses, does not pay the debt in full, you must pay us the difference.
- **Foreclosure or sale.** We may take court proceedings to foreclose your right, title and equity of redemption to your property. If we obtain a final order of foreclosure from the court, your property will belong to us. We may also ask the court to order the sale of your property under the court's supervision. If the amount we receive from the sale of your property is less than the debt, you must pay us the difference.
- **Cure any defaults.** We can cure any defaults under this mortgage and take any other steps or proceedings against you that are allowed by the laws of Ontario and Canada.

If we take possession of your property to enforce our rights, you will not interfere with our possession. You also will not interfere with the possession of your property by any receiver we appoint, nor with the possession of your property by any person we have leased or sold your property to. You will not make any claim against any person to whom your property has been leased or sold.

You must pay all of our expenses related to our enforcing our rights. You must pay these amounts immediately when we ask for them. These expenses may include legal fees. Our legal fees will be charged on a "substantial indemnity" basis. You must also pay all other costs we have to pay to protect our interests and to enforce any of our

rights under this mortgage or any agreement, as well as a reasonable allowance for the time and services of our agents and CIBC employees.

### **8.6 Delay in enforcing our rights**

If we delay enforcing any of our rights, the delay will not affect any of our other rights under this mortgage. If we give you or any other person an extension of time, it does not affect any of our rights under this mortgage.

We may still require you to make all payments on time and meet your obligations under this mortgage. We may still require payment of the debt if you are in default. We may still require any other person, including a guarantor who has obligations under this mortgage to meet those obligations.

If you are in default, we may require you, or anyone else who is obligated by this mortgage, including any guarantor, to pay the total debt.

### **8.7 If we do not enforce our rights on a particular default**

In some cases, we may not enforce our rights on a particular default by you. However, by doing so, we are not forgiving any other existing default by you, or any other defaults by you in the future.

Any waiver of our rights must be signed by two of our authorized signing officers.

### **8.8 Court orders and judgments**

If we obtain a court order or judgment against you to enforce our rights, the judgment will not prevent us from pursuing our other remedies or rights to enforce your obligations under this mortgage or any agreement, including our right to receive interest as required by this mortgage.

If we obtain a judgment against you, we will be able to rely on our rights under both the judgment and this mortgage. The judgment will not affect any other security we have. We will be entitled to interest on any judgment at the interest rate shown on the Charge/Mortgage of Land until we are fully paid.

### **8.9 Doctrine of consolidation**

The doctrine of consolidation will apply to this mortgage and any other mortgage you have granted or will grant to us. This means that if you default under any of your mortgages or agreements with us then we can, as a condition of your repaying any mortgage or any agreement, require that you repay all mortgages and agreements.

### **8.10 Administration and processing fees**

In addition to the administration and processing fees outlined elsewhere in this set of Standard Charge Terms, you also agree to pay to us, when due, our administration and processing fees in connection with:

- the preparation of any amending or other agreement, or statements for information purposes;
- failure to have sufficient funds in your account to meet a payment amount, closure of the account from which you authorized us to deduct your payments, or cancellation of your authorization to deduct payments from your account;
- replacement of cheques if a payment has been refused because of insufficient funds; and
- any other reason related to the administration of this mortgage or any agreement.

We will charge you our fees in effect at the time we do the work.

If you do not pay us these fees when they are due, we will add these fees to the debt. If we add these fees to the debt, we will charge you interest on these fees at the interest rate shown on the Charge/Mortgage of Land from the date the fees are incurred.

You also agree to pay us, when due, our fees for providing any services of an administrative or clerical nature requested by you. Examples of these fees include:

- providing copies of documents from your file;
- providing duplicate documents;

- providing an amortization schedule;
- retrieval of your file or information or documents from offsite storage at your request;
- providing a detailed breakdown of your payment history or tax account;
- audit verification;
- courier charges; and
- our fees in effect from time to time for any other special requests by you for similar services of a clerical or administrative nature.

You must pay us these fees immediately. If you do not pay them, we may declare that you are in default on this mortgage or the agreement, or add these fees to the debt. If we add these fees to the debt, we will charge you interest on these fees at the interest rate shown on the Charge/Mortgage of Land from the date the fees are incurred.

We have the right to change the fees we charge from time to time without notifying you. The fees in effect at any particular time are available from any CIBC branch in Canada, or by contacting us.

### **8.11 Certain actions we can take**

We can, if we think it is necessary, pay off any encumbrances, claims or liens which have priority over this mortgage. Also, we can pay all expenses that we incur in collecting any payment under this mortgage or any agreement that you did not make when due and in enforcing your other obligations. If we do this, you must pay us these amounts immediately. If you do not, we may declare that you are in default on this mortgage or the agreement. In addition, we can add these amounts to debt. If we add any of these amounts to the debt, we will charge you interest at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

If you are a tenant or a lessee, under a lease of your property we can cure any defaults existing under your lease. You must immediately reimburse us for all payments and expenses that we incur in doing this. If you do not, we may declare that you are in default on this mortgage or any agreement. In addition, we may add these amounts to the debt. If we add any of these amounts to the debt, we will charge you interest at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

If you do not meet one or more of your obligations under this mortgage or any agreement, we can, but are not obliged to, perform those obligations. If you are a tenant or lessee of your property and you refuse or neglect to renew your lease when it gives you that right, we can do so. Every renewal will be subject to this mortgage. You must immediately reimburse us for all payments which we have to make and costs which we incur in taking these steps. If you do not, we may declare that you are in default on this mortgage. In addition, we may add these costs to the debt. If we add any of these amounts to the debt, we will charge you interest at the interest rate shown on the Charge/Mortgage of Land until they are repaid.

Any payments we make under this mortgage or an agreement will be added to the debt. We will charge you interest on these payments from the date we pay them at the interest rate stated in the agreement or the interest rate shown on the Charge/Mortgage of Land, whichever is greater. We are entitled to rely on any statement we receive for the purpose of making any payment required to protect our interest in your property. These statements will be considered to be conclusive evidence of the amount owing.

If we have not received a solicitor's final report and certificate of title within sixty days of the final advance of funds under this mortgage, we are entitled to retain another solicitor of our choice to provide a final report and certificate of title. You will be responsible for all costs related to doing this.

## **9. What happens if your property is sold or transferred**

If you sell or transfer the property, we can, at our option, demand that you pay the entire debt immediately. We can do this even if one or more of the agreements do not contemplate immediate payment. If we do not require you to repay the entire debt, our rights under this mortgage or against anyone who has guaranteed this mortgage are not affected.

## 10. Guarantee

Each person, corporation and any other entity who signs this mortgage or any agreement as a guarantor signs as a principal debtor and not as surety. This means that each guarantor agrees:

- to pay us the debt as and when required by this mortgage or any agreement, in full, without delay, without making any set off, abatement, counterclaim or deductions, and without withholding any amounts; and
- to meet all other obligations of the borrower under this mortgage or any agreement.

Each guarantor agrees to this in return for us making the loan to the borrower (which includes the borrower's legal and personal representatives, successors and assigns).

If there is more than one guarantor, the guarantors are responsible jointly and individually for meeting all obligations under this mortgage and any agreement. This means that each individual guarantor is responsible for meeting all obligations under this mortgage and any agreement, including payment of the entire debt.

We may, at any time do any of the following, without notifying any guarantor, and without obtaining the consent of any guarantor:

- extend the time for payment;
- give a renewal;
- amend any agreement;
- give an extension;
- deal with additional security;
- give a release or discharge;
- change the interest rate;
- change the terms of this mortgage; and
- deal with any other matter affecting this mortgage or any agreement and the borrower's obligations.

Doing any of these things will not in any way affect the guarantee or the obligations of any guarantor.

We may require payment from any guarantor before we attempt to obtain a payment from the borrower. All obligations of any guarantor will also be obligations of the guarantor's heirs, executors, successors or personal representatives. The obligations of a guarantor will not be affected by the bankruptcy of the borrower or any guarantor.

## 11. Assumption or assignment of this mortgage

This mortgage cannot be assigned by you or assumed by any other person.

## 12. Communication and notices

If more than one person, corporation or other entity has signed this mortgage or any agreement as borrower, we can rely on any communications we receive from any one of you. These communications may be received electronically, in writing, orally, or by other means. Communications from any one of you will be considered to be communications from all of you.

In addition, communications from us to any of you will be considered to be communications to all of you. Our communications may be sent electronically, in writing, orally, or by other means. Any item we mail to you will be considered to be received by you on the fifth day after we mail it.

## 13. Expropriation

If your entire property is expropriated, the debt will immediately become payable, together with loss of interest.

If only a part of your property is expropriated, the amount you are awarded for the partial expropriation will be paid to us and we will apply it to the debt. If, in our opinion, the remainder of your property does not provide adequate security for the debt, then the debt, or any part of the debt as we determine, will immediately become due and payable, together with loss of interest.

#### **14. Family Law Act**

You certify to us that all information which you gave us about your marital status and your property when applying for this mortgage or any of the agreements, and all statements made in this mortgage and any of the agreements are true and accurate under the *Family Law Act*.

#### **15. If part of this mortgage is not valid**

If any part of this mortgage is found to be illegal or unenforceable, the validity or enforceability of all other parts will not be affected.

#### **16. Excluding statutory covenants**

The covenants in section 7(1) of the *Land Registration Reform Act* are excluded from this mortgage.

#### **17. Reference to laws**

Any reference to legislation in this mortgage or any agreement includes any amendments and replacements to that legislation in force from time to time.

#### **18. Collecting, using, and disclosing your personal information**

During the course of our relationship we may collect financial and related information about you. This information includes:

- information about this mortgage, the debt and any of the agreements;
- information about your transactions using our products and services;
- information to identify you or qualify you for products and services; and
- information we need for regulatory purposes.

We may collect this information from a number of different sources including your application for this mortgage, and for any indebtedness due under it, references you provide, credit reporting agencies, other financial institutions, service providers, our internal records and from individuals authorized to act on your behalf.

We may use your personal information to open, process, service, insure, maintain and collect upon this mortgage and any of the agreements, and we may disclose your personal information to credit reporting agencies, including information about this mortgage, the debt and any of the agreements. We will also use and disclose your personal information according to our privacy policies which are outlined in our brochure, "Your Privacy Is Protected." This privacy policy may be amended, replaced or supplemented from time to time. You can get current information on our current privacy policy by contacting any branch of CIBC.

You agree that we may enter into this mortgage and any of the agreements on behalf of another entity, as an agent or nominee, and also that we may assign this mortgage and any of the agreements to another entity. In these cases, the entity is known as the "beneficial owner." We can do this whether or not the beneficial owner is named in this mortgage or any of the agreements. You also agree that we may insure this mortgage with CMHC or other mortgage insurer approved by us from time to time. We may disclose your personal information to the beneficial owner, its agent, and any person or entity to which the beneficial owner assigns this mortgage or any of the agreements and to any mortgage insurer. If the mortgage is insured, the insurer may obtain a credit report and other information about you from any credit bureau, credit reporting agency and/or from us. We may also disclose your personal information to any service provider. Service providers are any person or entity that:

- is involved in the servicing, maintenance, collection or operation of this mortgage or any of the agreements; or
- provides services or benefits to you under this mortgage or any of the agreements, including loyalty programs.

Your personal information includes all information provided by you or obtained by us in connection with your application for this mortgage, and for any indebtedness due under it, and ongoing information and documentation about you, this mortgage and any of the agreements sufficient for the beneficial owner, agent, assignee, mortgage insurer and service provider to administer this mortgage and any of the agreements and exercise their rights under them.

## **19. Discharge**

After you have paid us the debt secured by this mortgage and you have met all your obligations under this mortgage and all of the agreements, you may request in writing that we send you a discharge or an assignment of this mortgage.

You will pay our usual administration and processing fee for preparing, reviewing and signing the discharge or assignment and all legal and other expenses, if applicable. You will pay us these fees whether the discharge or assignment is prepared by your lawyer, by our lawyers or by us. It is your responsibility to register the discharge or assignment on the title to your property and to pay the registration fee.

If electronic registration is available for this mortgage, we may register on your behalf, if we choose, and you agree to pay us the registration fee. After we have done so, we will send you or your lawyer confirmation that the discharge has been registered.

## Appendix 1 Equivalent Interest Rates

If the interest rate specified in this mortgage is compounded monthly, you may determine the equivalent interest rate compounded semi-annually by referring to the table below.

CURRENT MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF-YEARLY NOT IN ADVANCE (%)	CURRENT MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF-YEARLY NOT IN ADVANCE (%)	CURRENT MORTGAGE RATE COMPOUNDED MONTHLY NOT IN ADVANCE (%)	EQUIVALENT INTEREST RATE COMPOUNDED HALF-YEARLY NOT IN ADVANCE (%)
<b>1.000</b>	1.00209	<b>9.000</b>	9.17045	<b>17.000</b>	17.61358
1.125	1.12764	9.125	9.30024	17.125	17.74772
1.250	1.25326	9.250	9.43010	17.250	17.88193
1.375	1.37894	9.375	9.56002	17.375	18.01621
1.500	1.50470	9.500	9.69002	17.500	18.15056
1.625	1.63051	9.625	9.82008	17.625	18.28498
1.750	1.75639	9.750	9.95021	17.750	18.41947
1.875	1.88234	9.875	10.08040	17.875	18.55403
<b>2.000</b>	2.00835	<b>10.000</b>	10.21066	<b>18.000</b>	18.68865
2.125	2.13443	10.125	10.34099	18.125	18.82335
2.250	2.26057	10.250	10.47139	18.250	18.95811
2.375	2.38678	10.375	10.60185	18.375	19.09295
2.500	2.51306	10.500	10.73238	18.500	19.22785
2.625	2.63940	10.625	10.86298	18.625	19.36282
2.750	2.76580	10.750	10.99365	18.750	19.49766
2.875	2.89228	10.875	11.12438	18.875	19.63297
<b>3.000</b>	3.01881	<b>11.000</b>	11.25519	<b>19.000</b>	19.76815
3.125	3.14542	11.125	11.38605	19.125	19.90340
3.250	3.27208	11.250	11.51699	19.250	20.03872
3.375	3.39882	11.375	11.64800	19.375	20.17411
3.500	3.52562	11.500	11.77909	19.500	20.30956
3.625	3.65249	11.625	11.91021	19.625	20.44509
3.750	3.77942	11.750	12.04141	19.750	20.58068
3.875	3.90642	11.875	12.17269	19.875	20.71635
<b>4.000</b>	4.03348	<b>12.000</b>	12.30403	<b>20.000</b>	20.85208
4.125	4.16061	12.125	12.43544	20.125	20.98789
4.250	4.28781	12.250	12.56692	20.250	21.12376
4.375	4.41507	12.375	12.69846	20.375	21.25971
4.500	4.54240	12.500	12.83008	20.500	21.39572
4.625	4.66979	12.625	12.96176	20.625	21.53180
4.750	4.79725	12.750	13.09351	20.750	21.66796
4.875	4.92478	12.875	13.22533	20.875	21.80418
<b>5.000</b>	5.05237	<b>13.000</b>	13.35721	<b>21.000</b>	21.94047
5.125	5.18003	13.125	13.48916	21.125	22.07683
5.250	5.30776	13.250	13.62118	21.250	22.21326
5.375	5.43555	13.375	13.75327	21.375	22.34977
5.500	5.56341	13.500	13.88543	21.500	22.48634
5.625	5.69133	13.625	14.01766	21.625	22.62298
5.750	5.81932	13.750	14.14995	21.750	22.75969
5.875	5.94738	13.875	14.28231	21.875	22.89647
<b>6.000</b>	6.07550	<b>14.000</b>	14.41474	<b>22.000</b>	23.03332
6.125	6.20369	14.125	14.54724	22.125	23.17024
6.250	6.33195	14.250	14.67981	22.250	23.30724
6.375	6.46027	14.375	14.81244	22.375	23.44430
6.500	6.58866	14.500	14.94514	22.500	23.58143
6.625	6.71711	14.625	15.07791	22.625	23.71863
6.750	6.84564	14.750	15.21075	22.750	23.85590
6.875	6.97423	14.875	15.34366	22.875	23.99324
<b>7.000</b>	7.10288	<b>15.000</b>	15.47664	<b>23.000</b>	24.13066
7.125	7.23160	15.125	15.60968	23.125	24.26814
7.250	7.36039	15.250	15.74279	23.250	24.40569
7.375	7.48925	15.375	15.87597	23.375	24.54331
7.500	7.61817	15.500	16.00922	23.500	24.68101
7.625	7.74716	15.625	16.14254	23.625	24.81877
7.750	7.87621	15.750	16.27593	23.750	24.95660
7.875	8.00534	15.875	16.40939	23.875	25.09451
<b>8.000</b>	8.13452	<b>16.000</b>	16.54291	<b>24.000</b>	25.23248
8.125	8.26378	16.125	16.67650	24.125	25.37053
8.250	8.39310	16.250	16.81016	24.250	25.50865
8.375	8.52249	16.375	16.94389	24.375	25.64683
8.500	8.65195	16.500	17.07769	24.500	25.78509
8.625	8.78147	16.625	17.21156	24.625	25.92342
8.750	8.91106	16.750	17.34550	24.750	26.06181
8.875	9.04072	16.875	17.47950	24.875	26.20028