

CHATTEL MORTGAGE

This Indenture made in duplicate the • day of • 20•

BETWEEN

•

(hereinafter called the “MORTGAGOR”)

of the FIRST PART

- and -

•

(hereinafter called the “MORTGAGEE”)

of the SECOND PART

WITNESSES THAT:

WHEREAS the Mortgagor has granted to the Mortgagee a mortgage of the lands and premises municipally known as • in the City of •, Province of • (the “Property”), in the principal sum of • Dollars (\$•) (the “Mortgage”);

AND WHEREAS the Mortgagor has agreed to grant this Chattel Mortgage as additional collateral security for the Mortgage;

NOW THEREFORE in consideration of the sum of Two Dollars and other good and valuable consideration now paid by the Mortgagee to the Mortgagor (the receipt and sufficiency whereof is hereby acknowledged) the Mortgagor does hereby grant, bargain sell and assign unto the Mortgagee ALL AND SINGULAR the following goods and chattels:

All fixtures and equipment including, without limitation, all cooking and refrigeration equipment, dishwashers, washing machines, dryers, window blinds, storm windows and storm doors, window screens and screen doors, heating, plumbing, air-conditioning, ventilating and lighting equipment, and all apparatus and equipment appurtenant to any of the foregoing, and which are located at or used in connection with the Property;

and the Mortgagor represents and warrants that all of such goods and chattels are now the property of the Mortgagor and are situated in, around and upon the Property.

AND it is hereby further understood and agreed by and between the parties hereto that all goods and chattels, or any interest whatsoever in goods and chattels, which shall hereafter be taken or brought onto the Property by the Mortgagor during the currency of the Mortgage or any renewal thereof, either in addition to or in substitution for the said goods and chattels or any of them, shall at once upon being so brought onto the Property, become mortgaged hereby without a fresh instrument being executed for that purpose, and all such goods are hereby mortgaged.

TO HAVE AND TO HOLD all and singular the said goods and chattels unto the Mortgagee, to the use and benefit of the Mortgagee forever. Provided however that upon registration of a discharge of the Mortgage in the appropriate Land Registry Office these presents and every matter and thing herein contained shall cease, determine and be utterly void to all intents and purposes, anything herein contained to the contrary notwithstanding.

AND the Mortgagor doth hereby **COVENANT, PROMISE AND AGREE** to and with the Mortgagee that the Mortgagor shall and will warrant and forever defend **ALL AND SINGULAR** the said goods and chattels unto the Mortgagee against the Mortgagor and against all and every other person or persons whomsoever.

AND IN CASE DEFAULT SHALL BE MADE under the Mortgage by the Mortgagor and the Mortgagee becomes entitled to exercise any of its rights thereunder, or if the Mortgagor shall attempt to or shall sell or dispose of or in any way part with the possession of the said goods and chattels or any of them or remove the same or any part thereof out of the Property (other than if it immediately replaces same with goods or chattels of equal or superior quality) or suffer or permit the same to be seized or taken in execution without the consent of the Mortgagee to such sale, removal or disposal thereof first had and obtained in writing, or if the Mortgagor shall fail to perform any covenants by the Mortgagor herein contained, **THEN** and in every such case it shall be lawful for the Mortgagee or its servants, employees or agents, and such other assistant or assistants as it may require to enter upon the Property for the purpose of taking possession of and removing said goods and chattels; and upon and from and after the taking possession of said goods and chattels as aforesaid it shall and may be lawful for the Mortgagee and it is hereby authorized and empowered to sell the said goods and chattels or any of them or any part thereof at public auction or private sale as to it may seem meet; and from and out of the proceeds of such sale in the first place to pay and reimburse itself all such sums of money as may be secured by virtue of these presents and all such expenses as may have been incurred by the Mortgagee in consequence of the action, default, neglect, failure or attempt of the Mortgagor as aforesaid or in consequence of such action of the Mortgagee, and in the next place to pay unto the Mortgagor all such surplus as may remain after such sale and after payment of all such sums of money and interest thereon as may be secured by these presents at the time of such seizure, and after payment of the costs, charges, and expenses incurred in such seizure and sale as aforesaid.

PROVIDED ALWAYS nevertheless that it shall not be incumbent on the Mortgagee to sell and dispose of the said goods and chattels, but that in case of default as aforesaid or in case the Mortgagor shall attempt to sell, remove or dispose of the said chattels as aforesaid without the consent in writing of the Mortgagee, it shall and may be lawful for the Mortgagee peaceably and quietly to take, hold, use, occupy, possess and enjoy the said goods and chattels without the let, molestation, eviction, hinderance or interruption of the said Mortgagor or any other person or persons whomsoever.

AND FURTHER that the Mortgagor will during the continuation of this Mortgage and any and every renewal thereof insure and keep insured with an insurance company authorized to transact business in Canada and approved by the Mortgagee the goods and chattels herein mentioned against loss and damage by fire, including extended coverage endorsement, and against theft and any other cause, to their full insurable value as security for monies secured by this Indenture, for the benefit of the Mortgagee, and will pay all premiums and moneys necessary for that purpose as the same become due and payable in respect of such insurance, the loss if any to be payable to the Mortgagee, and will forthwith assign, transfer and deliver unto the Mortgagee the policy of insurance and receipts thereto appertaining; **PROVIDED** that if the said insurance is not effected or kept duly renewed and default be made in payment of the said premiums or sums of money by the Mortgagor, the Mortgagee may pay the same and such sums of money shall be added to the debt secured by the Mortgage and shall bear interest at the same rate from the day of such payment, and shall be repayable with the moneys next falling due under the Mortgage.

AND the Mortgagor hereby covenants with the Mortgagee that he will pay the costs, charges and expenses of and incidental to the taking, preparation, execution and filing of these Presents and of every renewal thereof.

PROVIDED, and it is hereby agreed, that in construing these Presents the words "Mortgagor" and "Mortgagee" and the personal pronoun "he" or "his" relating thereto and used therewith, shall be read and construed as "Mortgagor or Mortgagors", "Mortgagee or Mortgagees", and "his", "her", "its" or "their", respectively, as the number and gender of the party or parties referred to in each case require, and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted; and that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagee shall be equally secured to and exercisable by its successors and assigns and that all covenants, liabilities and obligations entered into or imposed hereunder upon the Mortgagor or Mortgagors shall be equally binding upon his, her, its, or their heirs, executors, administrators and assigns, or successors and assigns, as the case may be.

IN WITNESS WHEREOF the Mortgagor has executed this Indenture by the hands of its officers duly authorized in this regard.

SIGNED, SEALED AND DELIVERED

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Per
Name:
Title:

Per
Name:
Title: