

**PenFinancial Credit Union Limited**

**Open Mortgage Clause**

**Provided** that upon the mortgagor selling, transferring, conveying, assigning, mortgaging, or in any way dealing with the equity of redemption or any interest in the lands herein without the express written consent of the mortgagee herein, the said principal sum together with all interest thereon shall, at the option of the mortgagee, immediately become due and payable without any notice of bonus being given or any action being taken by the mortgagee, and in default of payment, the mortgagee may exercise any of the remedies available hereunder to enforce payment including the power of entering upon, leasing or selling the said lands.

**Provided** that during the duration of this Charge the Chargor(s) will maintain at all times his/her status as a member in good standing of **PenFinancial Credit Union Limited** in accordance with its by-laws and resolutions.

**The Mortgagor** shall have the privilege of paying the whole or any part of the principal monies hereby secured at any time without notice or bonus.

**In the event** that a mortgagor wishes to refinance the present mortgage, a rate differential, based on the prevailing rate at that time will be charged.

This Open Mortgage Clause shall replace Section 6 of the set of Standard Charge Terms file number 200545 registered December 15, 2005.

**Acknowledgement of Assignability and Consent to the Disclosure of Personal Information**

You hereby acknowledge that we have the right to assign or transfer this mortgage to any third party, at our discretion. You also hereby consent to us disclosing to any potential assignee of your Mortgage all of your Personal Information that we may have in our possession that is related to the Mortgage, for the purpose of enabling the potential assignee to determine whether or not it wishes to purchase your Mortgage. In the event your Mortgage is in fact assigned or transferred to a third party, you hereby consent to us delivering to the assignee all of your Personal Information that we may have in our possession that is related to the Mortgage, and it's use by the assignee for all of the purposes for which a typical Mortgagee may use it in the course of administering a portfolio of mortgages. All terms, conditions, undertakings and representations shall be binding upon and ensure to the benefit of the Borrower and Lender their respective heirs, executors, administrators, successors and assigns.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor