

# CMHC RESIDENTIAL MORTGAGE SCHEDULE

# **PAYMENTS**

The Mortgagor agrees to make monthly payments hereunder by pre-authorized Automatic Chequing and will supply the Mortgagee with written authorization to debit the Mortgagor's current chequing account on the due date of the mortgage payments.

#### **PREPAYMENT**

When not in default the Mortgagor/Chargor shall have the privilege on each anniversary date or during any 12 month period following the interest adjustment date to increase the monthly payments by 20% and/or prepay up to 20% (twenty percent) of the original principal amount without notice or bonus. This privilege is not cumulative if not exercised in any given year. This right of prepayment without notice, bonus or penalty does not apply if the Mortgagor/Chargor prepays the principal amount of the mortgage in full. This is the case even if you have not yet used this right of prepayment in the calendar year during which the mortgage is prepaid in full.

## MUNICIPAL TAXES

The Mortgagee shall collect  $1/12^{th}$  of the estimated annual realty taxes with the monthly mortgage payments. Nothing shall obligate the Mortgagee to pay taxes more often than yearly and any deficit shall be payable on demand. The Mortgagor shall be charged interest at the mortgage rate on the debit balance, if any, until such time as the debit balance is fully repaid. Credit balances shall bear interest at the prevailing rate paid by major banks on savings/chequing accounts on minimum monthly balances.

# REPAYMENT PRIVILEGES

In the event of the Mortgagor(s) selling, transferring or conveying title to a purchaser, transferee or grantee not approved by us, in our sole and unfettered discretion, all monies secured hereunder, together with the greater of:

- i. Three (3) months' interest on the principal amount prepaid at the rate of interest chargeable hereunder at the time of prepayment as hereinbefore set out; and
- ii. An interest rate differential (calculated using AGF Trust's current mortgage rate applicable for the remaining term of the mortgage). and any other amounts due under the mortgage, shall become due and payable. The Mortgagor(s) shall provide promptly such material and information as the Mortgagee may require with respect to the purchaser and terms of the purchase.

In all other events, the Mortgagor(s) may, if not in default hereunder and upon providing the Mortgagee with prior written notice of their intention, repay in full the secured mortgage debt prior to the Balance Due Date upon delivery to the Mortgagee full payment of both the remaining interest to maturity amount and the remaining principal amount secured hereunder together with the full along with any other amounts due under the mortgage, all of which shall be determined by the Mortgagee following receipt of the aforementioned notice.

# **CONDOMINIUM**

If the Charge is of land within a condominium registered pursuant to the Condominium Act the following provision shall apply. In the event that the Purchaser sells, transfers, assigns or conveys any parking unit(s) encumbered by the Charge while retaining title to (or ownership of) the dwelling unit so encumbered by the Charge, or in the event that the Purchaser sells, transfers, assigns or conveys the aforementioned parking unit(s) as well as the said dwelling unit but to different purchasers, transferees or assignees, then in either case the total outstanding principal and interest indebtedness secured by the Charge shall become due and payable.



#### CMHC/ENTRY

The Mortgagee or agent of the Mortgagee or agent of Canada Mortgage and Housing Corporation (hereinafter called "CMHC") may, at any time, before and after default, and for any purpose deemed necessary by the Mortgagee or CMHC, enter upon the said lands to inspect the lands and buildings thereon. Without in any way limiting the generality of the foregoing, the Mortgagee or CMHC (or their respective agents) may enter upon the said lands to conduct any environmental testing, site assessment, investigation or study deemed necessary by the Mortgagee or CMHC and the reasonable cost of such testing, assessment, investigation or study, as the case may be, with interest at the mortgage rate, shall be payable by the Mortgagor forthwith and shall be a charge upon the said lands. The exercise of any of the powers enumerated in this clause shall not deem the Mortgagee, CMHC or their respective agents to be in possession, management or control of the said lands and buildings.

The granting of the Loan or any part thereof or approval for insurance by CMHC is not to be construed or relied on by the Borrower(s) and any Guarantor(s)/Covenantor(s) as representing a confirmation of the value or condition of the underlying property whether or not appraisals or inspections are carried out by or for CMHC; nor is it to be construed or relied on by the Borrower(s) and any Guarantor(s)/Covenantor(s) as representing a confirmation of the Borrower(s) and any Guarantor(s)/Covenantor(s) ability to pay the Loan.

All information obtained from or concerning the Borrower(s) and any Guarantor(s)/Covenantor(s) in connection with approving the Loan, including credit bureau information, will be accessible to and may be used by CMHC for any purpose related to the provision of mortgage insurance generally; the Borrower(s) and any Guarantor(s)/Covenantor(s) hereby consent thereto. Any information retained by CMHC in that regard will be subject to federal access to information and privacy legislation.

#### RENEWAL

If the mortgage is not renewed or paid by the expiry date of this mortgage, then, at the Mortgagee's option only, the Mortgagee may deem this mortgage to be renewed as of the expiry date for a further <u>one year open</u> term at the mortgage interest rate in effect on the expiry date.

# **CONFLICT**

In the event that there is a conflict between the terms and conditions contained in this Schedule and the Standard Mortgage Terms or Standard Charge Terms registered with this mortgage, then the terms and conditions contained in this Schedule shall prevail.

#### COSTS

Costs may include service fees to cover reasonable costs and expenses of enforcing the terms of your mortgage; including protecting our security and doing anything that you have promised to do but have not done

The borrower acknowledges that the lender may charge reasonable fees for all administrative services including, but not limited to, those outlined in the "Fee Schedule" and the borrower agrees to pay all such charges.

AGF Trust will charge our fees in effect at the time AGF Trust processes the request. Fees must be paid immediately. Fees not paid when due may lead to the withholding of services or approval for which the fee remains owing or, AGF Trust may declare that borrower is in default on the mortgage, or may add these fees to the loan amount, or do both. Interest will be charged to the borrower on these fees at the mortgage rate from the date the fees are incurred.

All references to the "Fee Schedule" in the loan documents refer to the Fee Schedule and its provisions. The listing of any particular fee does not imply that the lender is liable to provide the service listed. The fees in effect at any particular time are available online at www.agf.com/mortgages, or by contacting us.

Fees are subject to change without prior notice.



# FEE SCHEDULE

Returned Payment	\$100.00
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Mid-Term Payment Changes	\$75.00
Information Statement	\$35.00 excl AB
Reprint of Annual Statement	\$35.00
Property Tax Account Detail	\$25 per hour minimum 1 hour
Property Tax Status Inquiry	\$50 + costs
Payment of Property Tax Arrears	\$150 + costs
Payment of Condo / Strata Arrears	\$150 + costs
Property Impairment Insurance	\$250.00 every 3 months minimum 3 months
Payment of Utility Arrears	\$50.00
Processing Refunds	\$75.00
Bankruptcy Administration	\$250.00
Default Administration	\$500.00
Copy of Documents From File	\$25.00
Copy of Documents After Discharge	\$200.00
Assumption/Release of Covenant	\$250.00
Mortgage Renewal Residential	\$85.00
PPSA Registration	\$150 + GST
Discharge	
Ontario	\$300.00
BC	\$75.00
Alberta and Quebec	\$0.00
Discharge Documents (Second Request)	
Ontario	\$25.00
BC, Alberta and Quebec	\$100.00
Assignment	\$375.00
Port	\$250.00

Any and all funds received for payment of this mortgage after 2:00 p.m. Eastern Standard Time will be deemed to be received on the next business day.

Signature of Borrower / Guarantor	Date	Signature of Borrower / Guarantor	Date
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