

MORTGAGE SCHEDULE

(CMLS Un-Insured Mortgage)

(10) Standard Form Mortgage

- A.** Paragraph 4.4 of Standard Mortgage Terms No. 131037998 is amended by deleting it in its entirety and replacing it with the following:

4.4 *Intentionally Deleted*

- B.** Paragraph 5.1 of Standard Mortgage Terms No. 131037998 is amended by deleting it in its entirety and replacing it with the following:

5.1 Prepayment privileges without a prepayment charge

You may pay off some of the mortgage early without prepayment charges as follows:

- (a) *Annual 20% prepayment.* You may once in each year of the mortgage, on the anniversary date of the interest adjustment date (the "Anniversary Date") prepay without penalty an amount not greater than twenty percent (20%) of the original principal amount of the mortgage. Each prepayment must be for an amount no less than five hundred dollars (\$500.00). If you do not prepay 20% of the original principal amount in a year on the Anniversary Date, you cannot carry forward any unused portion to a future year. This prepayment privilege is not available for a mortgage with a one (1) year term.
- (b) *Open Mortgages.* Notwithstanding the provisions of Section 5 of Standard Charge Terms No. 131037998 relating to early prepayment of the mortgage, if this mortgage is open, then it may be prepaid in full on any regular payment date without penalty or charge.
- (c) *Within First Three Months Prepayment.* Notwithstanding the provisions of Section 5 of Standard Charge Terms No. 131037998 relating to early prepayment of the mortgage, if this mortgage is closed, then it may be prepaid in full after the first three months from the interest adjustment date without penalty or charge, other than a three months' interest penalty.

- C.** Paragraph 5.2 of Standard Mortgage Terms No. 131037998 is amended by deleting it in its entirety and replacing it with the following:

5.2 Prepayment charges that apply to certain prepayments in full

In the event:

- (a) You qualify for the prepayment privilege set out in section 5.1(a) above and you want to either prepay more than twenty percent (20%) of the principal amount on the Anniversary Date or you want to pay out the mortgage in full before the balance due date; **OR**
- (b) You do not qualify for the prepayment privilege set out in section 5.1 and you want to pay out the mortgage in full before the balance due date,

you may do so only with payment of the prepayment charge set out below in section 5.3.

You must ask us to provide you with a statement of the required payment amount. You can specify the date you want to make the prepayment. That date cannot be more than 30 days after the date you ask us to prepare the mortgage statement. The date you choose is called the prepayment or payout date, the date you ask us to prepare the statement is called the statement preparation date

and the period beginning the statement preparation date and the ending 30 days later is called the statement period.

All payments on the mortgage must be made as they become due during the statement period. The statement cannot be used for prepayment after expiry of the statement period.

D. Paragraphs 5.3 and 5.4 of Standard Mortgage Terms No. 131037998 are amended by deleting the them in their entirety and replacing them with the following

5.3 **Prepayment charge for un-insured mortgage**

The prepayment charge for you to prepay more than twenty percent (20%) of the principal amount of the mortgage or to pay out the mortgage in full before the balance due date is calculated as follows:

$$\frac{\text{Principal Amount being repaid}}{A} \times \frac{\text{Percentage}}{B} = \frac{\text{Prepayment Charge}}{C}$$

Where B is determined as follows:

- (a) If the prepayment is made at any time in the first (1st) year of the term, up to and including the first (1st) Anniversary Date, the Percentage used to calculate the prepayment charge will be three percent (3%).
- (b) If the prepayment is made after the first (1st) Anniversary Date up to and including the second (2nd) Anniversary Date, the Percentage used to calculate the prepayment charge will be two percent (2%).
- (c) If the prepayment is made any time after the second (2nd) Anniversary Date but before the balance due date or maturity date, the Percentage used to calculate the prepayment charge is one percent (1%).

Prepayments made on the Anniversary Date will be calculated by reducing the amount being prepaid by the allowable prepayment privilege.

5.4 ***Intentionally Deleted***

- E. Paragraph 5.5 of Standard Mortgage Terms No. 131037998 is amended by deleting the reference to \$100.00 and replacing it with \$500.00.
- F. This Schedule forms part of the mortgage. In the event of any conflict or inconsistency between the provisions in this Schedule and any provisions contained in the Standard Mortgage Terms, the provisions in this Schedule shall govern.
- G. All terms used in this Schedule that are defined in the Standard Mortgage Terms shall have the same meanings as in the Standard Mortgage Terms.