

MORTGAGE AMENDING AGREEMENT

THIS AMENDING AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

MORTGAGOR
(the "Mortgagor")

OF THE FIRST PART

- and -

MORTGAGEE
(the "Mortgagee")

OF THE SECOND PART

WHEREAS:

- A. By a Mortgage dated ____ day of _____, _____ and registered in the Registry Office for the County of [county] as Document Number [no.] recorded in Book [no.] at page [no.] the Mortgagor did mortgage to the Mortgagee certain lands located at [municipal address], in the County of [county], Province of Nova Scotia, as more fully described in Schedule "A" attached hereto to secure payment of the principal sum of _____ Dollars (\$_____), as therein set out;
- B. The principal amount outstanding as of the ____ day of _____, _____ is _____ Dollars (\$_____);
- C. The Mortgagee at the request of the Mortgagor, has advanced the sum of _____ Dollars (\$_____) to the Mortgagor;
- D. The Mortgagor has requested and the Mortgagee has agreed that certain terms of the Mortgage be amended as follows:

NOW THEREFORE WITNESSETH that in consideration of the premises and of the sum of Two Dollars (\$2.00) paid by the Mortgagor to the Mortgagee, receipt of which is hereby acknowledged, the parties agree that the terms of the Mortgage shall be amended as follows:

- (a) The principal sum of the Mortgage shall be increased to be _____ Dollars (\$_____);
- (b) The mortgage interest rate shall be the Mortgagee's Prime rate charged on loans in Canadian Dollars plus _____ Percent per annum (____%), calculated and payable monthly, not in advance, before and after maturity, default and Judgement.

IT IS HEREBY AGREED between the Parties hereto that this Agreement shall, from the date hereof, and without prejudice to the present state of the mortgage account, be read and construed with the said Mortgage, and be treated as a part thereof, and for such purpose and so far as may be necessary to effectuate this Agreement, the said Mortgage is hereby amended, and the said Mortgage, as so amended, together with all the covenants, provisos thereof, shall remain in full force and effect.

PROVIDED that nothing herein contained shall alter or prejudice the rights or remedies of the Mortgagee as against any person having any interest in or claim upon the said lands, or who may be in anywise liable as surety or otherwise for payment of the mortgage monies or any part thereof, and all such rights and remedies are hereby expressly reserved and preserved.