

injury sustained by the premises or any part thereof and in any such event, the Mortgagee may, if in its sole discretion it determines that its security is impaired, elect to declare the whole of the remaining indebtedness, if any, immediately due and payable.

11. That the Mortgagee may, from time to time, require the maker, co-maker or endorser of any indebtedness secured hereby to carry life insurance upon such persons as may be designated by the Mortgagee in such sums determined by the Mortgagee, designating the Mortgagee as beneficiary thereof, and, upon failure of the Mortgagor to pay the premiums therefor, the Mortgagee may, at its option, pay said premiums, and all sums so advanced by the Mortgagee shall become a part of mortgage debt.

12. That the Mortgagor will comply with all the terms and conditions contained in that certain Construction Loan Agreement between the Mortgagor and 368552 Ontario, Limited, dated January 23, 1978.

13. That, together with, and in addition to, the payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, at the Mortgagee's option, on such payment date, until the said Indebtedness secured hereby is paid in full, a proportionate sum of the annual taxes, public assessments and applicable insurance premiums, as estimated by the Mortgagee. All such deposits shall be held by the Mortgagee without interest and free of any lien or claim of the Mortgagors' creditors, to be used by the Mortgagee to pay such taxes, assessments and premiums as the same become due and payable.

14. That the Mortgagor hereby assigns all the rents, issues, and profits of the mortgaged premises and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have a receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings shall apply the residue of the rents, issues and profits toward the payment of the debt secured hereby.

15. That the Mortgagor will not, without first obtaining the written consent of the Mortgagee, transfer, sell or assign, mortgage or encumber the mortgaged premises or assign or attempt to assign the rents or any part thereof from the said premises.