SCARBORO 517983
REGISTRY DIVISION OF
TORONTO BOROUGHS
AND YORK SOUTH (No. 64)
I CERTIFY THAT THIS INSTRUMENT IS REGISTERED
AS OF ..... 4:07 P.M.
JUL 14 1975 IN THE
Land
Registry Office
for Toronto,
Ontario.
LAND REGISTRAR

THIS SPACE TO BE USED BY THE REGISTRATION OFFICIAL OF IDENTIFICATION.

REGISTRATION FEE

SCARBORO 517983

DATED July 5, 1975

10.00

IMRE FARKAS
and
MARIA FARKAS

TO

HERBERT FRANK HARRISON, Executor
of the Estate of Frank Harrison

Address: ~~Brock & Coleman~~
c/o Brock & Coleman
P.O. Box 54
20 Erb St W
Waterloo, Ont.

Mortgage

All of Lot 19, Plan 4845
Scarborough

Dye & Durham Co. Limited, 160 Bartley Drive, Toronto

PROPERTY OF
Brock & Coleman
P.O Box 54
20 Erb St W
Waterloo, Ont.
DR. PAUL KELENY,
Notary Public,
887 Bathurst Street,
Toronto, Ontario.

41284

AMENDED 1 MARCH 1972

AFFIDAVIT AS TO AGE AND MARITAL STATUS

I/WE IMRE FARKAS and MARIA FARKAS

of the Borough of Scarborough

in the Municipality of Metropolitan Toronto

make oath and say:

When we executed the attached instrument.

I/WE were at least eighteen years old.

~~I was my wife's husband.~~

We were married to each other.

We held the land as joint Tenants ~~Tenants in common~~

(SEVERALLY) SWORN before me at the City of Toronto in the Municipality of Metropolitan Toronto this 5th day of July, 1975.

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Maria Farkas

Imre Farkas

Strike out inapplicable clauses.

If deponent is married.

Where affidavit made by attorney substitute: "When I executed the attached instrument as attorney for (name), and when he/she executed the power of attorney, he/she had attained the age of majority."

Resident of Canada, etc.

Scarborough, Ontario, Mortgage, instrument no. SC517983, Lot 19, Plan 4845 (1975), Imre Farkas and Maria Farkas, his wife to Herbert Frank Harrison, executor of the estate of Frank Harrison, 05 Jul 1975; "Ontario Land Property Records Portal" > "Documents" > "Instruments, Plans and Evidence," digital images (for a fee), *ONLAND - Ontario Land Registry Access* (https://www.onland.ca : accessed 23 Jul 2025). Page 1 of 5.

Mortgage Long

Law and Conveyancing Stationery
Form No. 46 49

SC 517983

This Indenture

made (in duplicate) the 5th day of July
one thousand nine hundred and seventy-five

In Pursuance of the Short Forms of Mortgages Act

Between

IMRE FARKAS, Ambulance Driver Attendant, and MARIA FARKAS, his wife, both of the Borough of Scarborough, in the Municipality of Metropolitan Toronto, as joint tenants and not as tenants in common,

hereinafter called the Mortgagor s of the FIRST PART;
- and -
HERBERT FRANK HARRISON, Design Engineer, of the City of Kitchener, in the Regional Municipality of Waterloo, ~~Executor of the Estate of FRANK HARRISON,~~

hereinafter called the Mortgagee of the SECOND PART;

~~the wife of the said Mortgagor of the THIRD PART;~~

Whereas the said Mortgagor at the time of the execution hereof is seized of an estate in fee simple in possession of the lands hereinafter mentioned, and have applied to the Mortgagee for a loan upon mortgage thereof.

Now therefore this Indenture Witnesseth that in consideration of FOUR THOUSAND---------- ----------($4,000.00)----------dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby by them acknowledged) the said Mortgagor doth grant and mortgage unto the said Mortgagee his heirs, executors, administrators, successors and assigns forever

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Borough of Scarborough, in the Municipality of Metropolitan Toronto and being composed of the whole of Lot 19 according to Plan registered in the Registry Office for the Registry Division of Toronto Boroughs and York South (No. 64) as No. 4845.

~~And the said wife of the said Mortgagor hereby bars her Dower in the said lands.~~

The amount of principal money secured by this Mortgage is FOUR THOUSAND----------
----------($4,000.00)---------- DOLLARS

and the rate of interest chargeable thereon is ----ELEVEN(11%)---------per centum per annum calculated half -yearly not in advance.

Provided This Mortgage to be Void on payment of FOUR THOUSAND----------
----------($4,000.00)---------- DOLLARS

of lawful money of Canada with interest at ---ELEVEN (11%)---------- per centum per annum calculated half-yearly, not in advance, as well after as before maturity and both before and after default, as follows:—

Interest at the aforesaid rate on the amounts advanced from time to time, computed from the respective dates of such advances, shall become due and be paid on the 10th day of July, 1975, and, thereafter, the sum of FOUR THOUSAND ($4,000.00) DOLLARS with interest thereon at the aforesaid rate computed from the 10th day of July 19 75 shall become due and be paid in instalments of $38.51 each, on the 10th day of each and every month in each and every year from and including the 10th day of August, 1975, to and including the 10th day of June, 1980,
(such instalments to be applied FIRST in payment of the interest due from time to time, calculated at the said rate of 11% per centum per annum, and the BALANCE to be applied in reduction of the principal sum) and the BALANCE of the said principal sum of FOUR THOUSAND----------
----------($4,000.00)----------DOLLARS
with interest thereon as aforesaid shall become due and payable on the 10th day of July, 1980.

AND Taxes and performance of Statute Labor; and observance and performance of all covenants, provisos and conditions herein contained.

AND it is hereby agreed that in case default shall be made in payment of any sum to become due for interest at any time appointed for payment thereof as aforesaid, compound interest shall be payable and the sum in arrear for interest from time to time, as well after as before maturity, shall bear interest at the rate aforesaid, and in case the interest and compound interest are not paid in six months from the time of default a rest shall be made, and compound interest at the rate aforesaid shall be payable on the aggregate amount then due, as well after as before maturity, and so on from time to time, and all such interest and compound interest shall be a charge upon the said lands.

THE MORTGAGOR agrees that neither the preparation, execution nor registration of this Indenture shall bind the Mortgagee to advance the money hereby secured, nor the advance of a part of the moneys secured hereby bind the Mortgagee to advance any unadvanced portion thereof, but nevertheless the estate hereby conveyed shall take effect forthwith upon the execution of these presents by the said Mortgagor, and the expenses of the examination of the title and of this mortgage and valuation are to be secured hereby in the event of the whole or any balance of the principal sum not being advanced, the same to be charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this mortgage, and in default the said Mortgagee's power of sale hereby given, and all other remedies hereunder, shall be exercisable.

AND the said Mortgagor covenants with the Mortgagee that in the event of non-payment of the said principal moneys at the time or times above provided, he shall not require the Mortgagee to accept payment of said principal moneys without first giving six months' previous notice in writing, or paying a bonus equal to three months' interest in advance on the said principal moneys.

THE said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest and observe the above proviso, and will pay as they fall due all taxes, rates and assessments, municipal, local, parliamentary and otherwise which now are or may hereafter be imposed, charged or levied upon the said lands and premises;
THAT the Mortgagor has a good title in fee simple to the said lands,
AND that he has the right to convey the said lands to the said Mortgagee;
AND that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances.

AND that the said Mortgagor will execute such further assurances of the said lands as may be requisite;
AND that the said Mortgagor has done no act to encumber the said lands;

AND that the said Mortgagor will insure the buildings on the said lands to the amount of not less than the principal money hereby secured in dollars of lawful money of Canada. Evidence of continuation of such insurance having been secured shall be produced to the Mortgagee at least three days before expiration thereof, otherwise the Mortgagee may provide therefor and charge the premium paid therefor and interest thereon to the Mortgagor and the same shall also be a charge upon the said land. It is further agreed that the Mortgagee may require any insurance on the said buildings to be cancelled and a new insurance effected in an office to be named by him, and also may of his own accord effect or maintain any insurance herein provided for, and any amount paid by him therefor shall be forthwith payable to him with interest at the rate aforesaid by the Mortgagor, and shall be a charge upon the said lands (without prejudice to the foregoing statutory clause).

AND the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for at least fifteen days may on at least thirty-five days' notice enter on and lease the said lands or on default of payment for at least fifteen days may on at least thirty-five days' notice sell the said lands. Such notice shall be given to such persons and in such manner and form and within such time as provided in The Mortgages Act, as amended. In the event that the giving of such notice shall not be required by law or to the extent that such requirements shall not be applicable it is agreed that notice may be effectually given by leaving it with a grown-up person on the said lands, if occupied, or by placing it on the said lands if unoccupied, or at the option of the Mortgagee, by mailing it in a registered letter addressed to the Mortgagor at his last known address, or by publishing it once in a newspaper published in the county or district in which the lands are situate; and such notice shall be sufficient although not addressed to any person or persons by name or designation; and notwithstanding that any person to be affected thereby may be unknown, unascertained, or under disability. PROVIDED FURTHER, without prejudice to the statutory powers of the Mortgagee under the foregoing proviso, that in case default be made in the payment of the said principal or interest or any part thereof and such default continue for two months after any payment of either falls due then the Mortgagee may exercise the foregoing powers of entering, leasing or selling or any of them without any notice, it being understood and agreed, however, that if the giving of notice by the Mortgagee shall be required by law then notice shall be given to such persons and in such manner and form and within such time as so required by law. AND it is hereby further agreed that the whole or any part or parts of the said lands may be sold by public auction or private contract, or partly one or partly the other; and that the proceeds of any sale hereunder may be applied in payment of any costs, charges and expenses incurred in taking, recovering or keeping possession of the said lands or by reason of non-payment or procuring payment of moneys, secured hereby or otherwise, and that the Mortgagee may sell any of the said lands on such terms as to credit and otherwise as shall appear to him most advantageous and for such prices as can reasonably be obtained therefor and may make any stipulations as to title or evidence or commencement of title or otherwise which he shall deem proper, and may buy in or rescind or vary any contract for the sale of the whole or any part of the said lands and resell without being answerable for loss occasioned thereby, and in the case of a sale on credit the Mortgagee shall be bound to pay the Mortgagor only such moneys as have been actually received from purchasers after the satisfaction of the claims of the Mortgagee and for any of said purposes may make and execute all agreements and assurances as he shall think fit. Any purchaser or lessee shall not be bound to see to the propriety or regularity of any sale or lease or be affected by express notice that any sale or lease is improper and no want of notice or publication when required hereby shall invalidate any sale or lease hereunder. PROVIDED that the Mortgagee may distrain for arrears of interest. PROVIDED that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest. PROVIDED that in default of the payment of the interest hereby secured the principal hereby secured shall become payable at the option of the Mortgagee. PROVIDED that upon default of payment of instalments of principal promptly as the same mature, the balance of the principal and interest shall immediately become due and payable at the option of the Mortgagee. PROVIDED that the Mortgagee may in writing at any time or times after default waive such default and upon such waiver the time or times for payment of said principal shall be as set out in the above proviso for redemption. PROVIDED further that any such waiver shall apply only to the particular default waived and shall not operate as a waiver of any other or future default. AND it is further agreed by and between the parties that the Mortgagee may at his discretion at all times release any part or parts of the said lands or any other security or any surety for the money hereby secured either with or without any sufficient consideration therefor, without responsibility therefor, and without thereby releasing any other part of the said lands or any person from this Mortgage or from any of the convenants herein contained, it being especially agreed that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole money hereby secured and no person shall have the right to require the mortgage moneys to be apportioned; and without being accountable to the Mortgagor for the value thereof, or for any moneys except those actually received by the Mortgagee. PROVIDED further that no sale or other dealing by the Mortgagor with the equity of redemption in the said lands or any part thereof shall in any way change the liability of the Mortgagor or in any way alter the rights of the Mortgagee as against the Mortgagor or any other person liable for payment of the moneys hereby secured.

THE said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the buildings, erections and improvements thereon in good condition and repair according to the nature and description thereof respectively, and that the Mortgagee may, whenever he deems necessary, by his surveyor or agent enter upon and inspect the said mortgaged lands, and the reasonable cost of such inspection shall be added to the Mortgage debt, and that if the Mortgagor neglects to keep the said premises in good condition and repair, or commit or permit any act of waste on the said lands (as to which the Mortgagee shall be sole judge) or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall at the option of the Mortgagee forthwith become due and payable, and in default of payment of same with interest as in the case of payment before maturity, the powers of entering upon and leasing or selling hereby given may be exercised and the Mortgagee may make such repairs as he deems necessary, and the cost thereof with interest thereon shall be a charge upon the land prior to all claims thereon subsequent to these presents.

AND it is hereby agreed between the parties hereto that the Mortgagee may pay all premiums of insurance and all taxes and rates which shall from time to time fall due and be unpaid in respect of the mortgaged premises, and that such payments together with all costs, charges and expenses (as between a solicitor and his client), which may be incurred in taking, recovering and keeping possession of the said lands, and of negotiating this loan, investigating title, and registering the mortgage and other necessary deeds, and generally in any other proceedings taken, in connection with or to realize this security, shall be with interest at the rate aforesaid, a charge upon the said lands in favor of the Mortgagee and that the Mortgagee may pay or satisfy any lien, charge or encumbrance now existing or hereafter created or claimed upon the said lands, and that any amount paid by the Mortgagee shall be added to the debt hereby secured and shall be payable forthwith with interest at the rate aforesaid, and in default this Mortgage shall immediately become due and payable at the option of the Mortgagee, and all powers by this Mortgage conferred shall become exercisable.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.
PROVIDED and it is hereby agreed, that the taking of a judgment or judgments on any of the covenants herein contained shall not operate as a merger of the said covenants or affect the Mortgagee's right to interest at the rate and times herein provided; and further that said judgment shall provide that interest thereon shall be computed at the same rate and in the same manner as herein provided until the said judgment shall have been fully paid and satisfied.
PROVIDED and it is hereby further agreed by and between the Mortgagor and the Mortgagee that should default be made by the Mortgagor in the observance or performance of any of the covenants, provisos, agreements or conditions contained in any mortgage to which this mortgage is subject, then and in that event the moneys hereby secured shall forthwith become due and be payable, at the option of the Mortgagee, and all the powers in and by this mortgage conferred shall become exercisable, and the powers of sale therein contained may be exercised forthwith without any notice, unless the giving of notice shall be required by law in which event notice shall be given to such persons and in such manner and form and within such time as required by law.
PROVIDED also that the covenant for insurance hereinbefore contained shall apply to all buildings whether now or hereafter erected on the said lands.
PROVIDED also that on default of payment of any of the moneys hereby secured or payable or on any proceedings being taken by the Mortgagee under this Mortgage, he shall be entitled to require payment, in addition to all other moneys hereby secured or payable hereunder, of a bonus equal to three months' interest in advance at the rate aforesaid upon the principal money hereby secured, and the Mortgagor shall not be entitled to require a discharge of this Mortgage without such payment.

PROVIDED that the Mortgagors, their heirs, executors, administrators, successors and assigns, shall have the privilege of prepaying the whole or any part of the principal sum hereby secured at any time or times without notice or bonus, so far they are not in default hereunder

PROVIDED and it is hereby agreed, that in construing these presents the words "Mortgagor" and "Mortgagee" and the personal *pronoun* "he" *or* "his" relating thereto and used therewith, shall be read and construed as "Mortgagor or Mortgagors," "Mortgagee or Mortgagees," and "his," "her" or "their," respectively, as the number and gender of the party or parties referred to in each case require and the number of the verb agreeing therewith shall be construed as agreeing with the said word or pronoun so substituted. And that all rights, advantages, privileges, immunities, powers and things hereby secured to the Mortgagor or Mortgagors, Mortgagee or Mortgagees shall be equally secured to and exercisable by his, her, *or* their heirs, executors, administrators and assigns, or successors and assigns as the case may be. And that all covenants, liabilities and obligations entered into or imposed hereunder upon the Mortgagor or Mortgagors, Mortgagee or Mortgagees shall be equally binding upon his, her or their heirs, executors, administrators and assigns, or successors and assigns as the case may be, and that all such covenants and liabilities and obligations shall be joint and several.

The undersigned Mortgagors acknowledge having received a true copy of this Mortgage.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED
In the presence of

Maria Farkas
Imre Farkas

AFFIDAVIT OF SUBSCRIBING WITNESS

I, Paul Keleny
of the City of Toronto
in the Municipality of Metropolitan Toronto make oath and say:
I am a subscribing witness to the attached instrument and I was present and saw it executed
at Toronto by Imre Farkas and Maria Farkas

*See footnote

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the
City of Toronto in the
Municipality of Metropolitan Toronto
this 7 day of July, 1975.

Paul Keleny

A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

* *Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters add "after the instrument had been read to him and he appeared fully to understand it". Where executed under a power of attorney insert "(name of attorney) as attorney for (name of party)"; and for next clause substitute "I verily believe that the person whose signature I witnessed was authorized to execute the instrument as attorney for (name)".*