

**AGREEMENT AMENDING TERMS OF CHARGE**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN;

\_\_\_\_\_ hereinafter called the Chargor

OF THE FIRST PART

- and -

\_\_\_\_\_ hereinafter called the Chargee

OF THE SECOND PART

- and -

\_\_\_\_\_ hereinafter called the Guarantor

OF THE THIRD PART

WHEREAS by a certain Mortgage dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and registered in the Registry Office in the County of \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ as Number \_\_\_\_\_ did charge to \_\_\_\_\_ certain lands situated in the \_\_\_\_\_ in the \_\_\_\_\_ described in Schedule "A" hereto, to secure the payment of a principal sum with interest as therein set out.

AND WHEREAS the Chargor of the First Part is the owner of the said lands as of the date hereof, and has requested the said Chargee to amend the terms of the said Charge as hereinafter set forth;

AND WHEREAS the Guarantor of the Third Part has consented to the amendment in the terms of the said Charge as hereinafter set forth;

WITNESSETH that in consideration of the premises, it is hereby agreed that:

1. The terms of the said Charge shall be amended and varied as follows:
  - (a) The interest rate of the said Charge shall be reduced/increased to \_\_\_\_\_ per cent effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_;
  - (b) The monthly payment of principal and interest on the said Charge shall be reduced/increased to \$\_\_\_\_\_ per month, commencing with the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_;
  - (c) The maturity date will be: \_\_\_\_\_
  - (d)
  - (e)
  
2. 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 Charge account, be read and construed with the said Charge, and be treated as a part thereof, and for such purpose and so far as may be necessary to effectuate this Agreement the aid Charge is hereby amended, and the said Charge as so amended, together with all the covenants and provisions thereof, shall remain in full force and effect.

3. AND the Guarantor consents to and concurs in the provisions of this Agreement and acknowledges, covenants and agrees that the obligations and covenants on the part of the Guarantor set out in the said Mortgage as hereby amended shall continue in full force and effect notwithstanding the amendment thereof.
  
4. THIS Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs executors, administrators, successors and assigns, and wherever the singular and masculine gender are used throughout this Agreement the same shall be construed as including the plural or the feminine gender where the context so requires, and all covenants herein shall be deemed to be joint and several.

IN WITNESS WHEREOF each corporate party hereto has hereunto affixed its corporate seal, under the hands of its proper officer or officers duly authorized in this behalf, and each individual party hereto has hereunto set his hand and seal.

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_  
Witness

)  
) \_\_\_\_\_  
)  
)  
) \_\_\_\_\_  
)  
)  
)

## SCHEDULE "A"