

BROOKVIEW ENCUMBRANCE

TO SECURE MONTHLY CHARGE OF \$20.00  
PURSUANT TO "THE LAND TITLES ACT"

GENSTAR CORPORATION, AS ENCUMBRANCER (the "Owner")

being registered as owner of an estate in fee simple in possession, subject to such encumbrances, liens and interests as are by memorandum endorsed thereon or expressed or implied in the existing Certificate of Title of that land situate in Alberta, being the lands described in Schedule A hereto (the said land) and desiring to render said land available for the purpose of securing for the benefit of:

GENSTAR CORPORATION of 201, 11086 - 156 STREET, EDMONTON, ALBERTA,  
T5P 4M8, AS ENCUMBRANCEE (the "Encumbrancee")

the charge hereinafter mentioned, DO HEREBY ENCUMBER the said land in favour of the Encumbrancee with a Monthly Charge of \$20.00, commencing on the 1st day of October, 1987, the said sum to be paid to the Encumbrancee at 201, 11086 - 156 Street, Edmonton, (or such other place as the Encumbrancee may designate in writing) and, thereafter, on the 1st day of each month in each year during the currency hereof until and including the 1st day of December, 2085.

In consideration of the Owner's covenants herein, the Encumbrancee hereby agrees with the Owner that this Encumbrance and the Monthly Charge secured hereby are subordinate to and hereby postponed to each bona fide mortgage by a lender and to each advance made hereunder, (whether a mortgage is "bona fide" shall be determined by any officer of the Encumbrancee) and whenever requested so to do the Encumbrancee shall, without delay, execute and deliver to such lender a Postponement of this Encumbrance to such mortgage, in the form prescribed by The Land Titles Act or any Act passed or enacted in amendment thereof or substitution therefor; and that the obligation to pay the Monthly Charge shall be and is hereby suspended and the amount thereof shall abate for such period or periods as the land may be owned by such lender or by Canada Mortgage and Housing Corporation pursuant to a claim against it under a mortgage insurance policy issued under the National Housing Act or any Act passed or enacted in amendment thereto or substitution therefor.

AND IN CONSIDERATION of the sum of \$1.00 and other good and sufficient consideration (the receipt and sufficiency of which is by the Owner hereby acknowledged) THE OWNER HEREBY AGREES THAT:

1. Further consideration for the granting of this Encumbrance and for the covenant to pay the Monthly Charge hereby secured is the sale of said land to the Owner; and
2. The Owner shall pay the Monthly Charge at the times and place hereinbefore set forth without deduction or defalcation and any amount in default shall bear interest at the Prime Rate charged by the Edmonton Main Branch of the Royal Bank of Canada as at the date of default plus 6%, calculated and compounded half yearly from default until paid in full and payment of such interest shall be secured by these presents; and
3. The Encumbrancee shall be entitled to and is hereby granted the right of distress together with all powers and remedies of an Encumbrancee under The Land Titles Act; and

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4. Any discretion, option, decision or opinion hereunder on the part of the Encumbrancee shall be sufficient if exercised or formed by or subsequently ratified by the manager, acting manager or an Officer of the Encumbrancee or any officer or agent appointed thereby for such purpose; and
  5. Any notice to be given to the Owner may be forwarded by ordinary mail addressed to the Owner at the civic address of said land and shall be deemed to have been received by the Owner on the 4th day following the date the notice is mailed to such address; and
  6. The Encumbrancee shall be entitled to waive any monthly payment and such waiver shall not permit the Owner to miss making any other payment; and
  7. The words in the hereinbefore contained covenants, provisos, conditions and agreements referring to the Owner which import the singular number shall be read and construed as applied to each and every Owner male or female and to his or her executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Owner, the said covenants, provisos, conditions and agreements shall be construed and held to be several as well as joint; and
  8. The Encumbrancee intends to transfer and assign the Encumbrance to a Company to be incorporated as Brookview Community Association Ltd.; and
  9. These presents shall enure to the benefit of the successors and assigns of the Encumbrancee and shall be binding upon the Owner and the Owner's executors, administrators, assigns and successors in title.

DATED at Edmonton, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

GENSTAR CORPORATION

PER: \_\_\_\_\_

PER: \_\_\_\_\_

**Attached is a sample BCAL encumbrance. They each vary slightly. The full list of encumbrance numbers is below. Please call the office if you need a specific encumbrance.**

**862 191 167**

**872 138 853**

**882 045 545**

**882 076 571**

**882 188 707**

**892 042 929**

**892 192 155**

**892 333 885**

**902 328 044**

**912 135 314**

**932 068 128**

**932 101 119**

**942 312 360**

**962 185 327**

**972 214 519**

**932 360 629**

**862 191 167**

**922 263 371**