

# This Indenture

made (in duplicate) the 21st day of December  
one thousand nine hundred and Sixty.

In Pursuance of the Short Forms of Mortgages Act

Between

THE MUSLIM SOCIETY OF TORONTO INC.  
a Company incorporated pursuant to the  
laws of the Province of Ontario, and having  
its Head Office in the City of Toronto,  
in the County of York.

hereinafter called the Mortgagor of the FIRST PART;

JOHN KOWALENKO, Machinist, and  
POLA KOWALENKO, his wife, both of  
the City of Toronto, in the County of York,  
on joint account,

hereinafter called the Mortgagee of the SECOND PART;

REGGIE ASSIM, of the City of Toronto,  
in the County of York, Retired,  
Guarantor,

~~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 has applied to the Mortgagee for a loan upon mortgage thereof.

Now therefore this Indenture Witnesseth that in consideration of TEN THOUSAND AND FIFTY

----- (\$10,050.00) ----- dollars  
of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby by it acknowledged) the said Mortgagor doth grant and mortgage unto the said Mortgagee and their 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 City of Toronto, (formerly in the Town of Toronto Junction) in the County of York, and being composed of part of Lot 19, Block 22, according to Plan 553, in the Registry Office for the County of York (now in the Registry Office for the Registry Division of Toronto) which said parcel of land may be more particularly described as follows:

COMMENCING at the north-west angle of said Lot 19;

THENCE EASTERLY along the south limit of Dundas Street, twenty-four feet three inches (24' 3" );

THENCE SOUTH 16 degrees east and parallel to the westerly limit of High Park Avenue, one hundred and thirty-five feet (135' );

THENCE WESTERLY and parallel to the south limit of Dundas Street twenty-four feet three inches (24' 3" ) more or less to a point in the west limit of said Lot 19, said point being one hundred and thirty-five feet (135') measured southerly along the said west limit from the north-west angle of said Lot 19;

THENCE NORTHERLY along said west limit of said Lot 19, one hundred and thirty-five feet (135') to the point of commencement.

SUBJECT to a right-of-way twelve feet (12') wide for the owners and occupants from time to time of the land to the east of this land over the rear part of these lands and extending from the lane laid out on registered Plan Number 1014 (immediately to the west of these lands) to the east limit of this property, the south-east angle of the said right-of-way corresponding with the south-east angle of these lands.

~~And the said wife of the said Mortgagee hereby bars her power in the said lands:~~

Provided this Mortgage to be Void upon payment of TEN THOUSAND AND FIFTY - - -  
- - - - - (\$10,050.00) - - - - - Dollars  
of lawful money of Canada with interest at - - - 7% - - - - - per centum per annum as follows:

The sum of Fifty (\$50.00) Dollars on account of principal shall become due and payable quarter-yearly on the 4th days of April, July and October in the year 1961, and on the 4th days of January, April, July and October in each year (1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970) and the balance of . . . . .

the said principal sum of \$ 10,050.00 shall become due and payable on the 4th day of January 19 71 and interest quarter-yearly at the said rate as well after as before maturity and both before and after default on such portion of the principal as remains from time to time unpaid on the 4th days of January, April, July and October in each year until the principal is fully paid; the first payment of interest to be computed from the 4th day of January 1961 upon the whole amount of principal hereby secured, to become due and payable on the 4th day of April next 1961.

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 three 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 Mortgagee, 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 Mortgagee 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 Mortgagee covenants with the said Mortgagee that the Mortgagee 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 Mortgagee 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 incumbrances.

AND that the said Mortgagee will execute such further assurances of the said lands as may be requisite;  
AND that the said Mortgagee has done no act to incumber 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 of 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 one calendar month may on ten days' notice enter on and LEASE OR SELL the said lands; it being hereby agreed that such notice may be effectually given either by leaving the same with a grown-up person on the said lands, if occupied, or by placing it thereon if unoccupied, or at the option of the Mortgagee by mailing the same in a registered letter addressed to the Mortgagor at his last known address or by publishing the same once in some newspaper published in the county in which said lands are situate and shall be sufficient though not addressed to any person or persons by name or designation and notwithstanding any person or persons to be affected thereby may be unborn, unascertained or under disability; and that should default continue for two months a sale may be made hereunder by public auction or private contract or partly one or partly the other, with or without entry on said lands and without any notice whatsoever; and that the whole or any part or parts of the said lands, may be sold; 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; and that 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 that no want of notice or publication when required hereby shall invalidate any sale or lease hereunder.

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 (between solicitor and 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 incumbrance 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 in this Mortgage conferred shall become exercisable.

AND the Mortgagor hereby attorns and becomes a tenant of the said lands to the Mortgagee from year to year from the day of the execution hereof during the term of this Mortgage and any renewal or renewals thereof at a rental, equivalent to, applicable in satisfaction of, and payable at the same times as the payments of interest hereinbefore provided to be paid; the legal relation of landlord and tenant being hereby constituted between the Mortgagee and Mortgagor; but it is agreed that neither the existence of this clause nor anything done by virtue hereof shall render the Mortgagee a mortgagee in possession, or accountable for any moneys except those actually received by him, and the Mortgagee may in default of payment or on breach of any of the covenants in this Mortgage contained, enter on the said lands and determine the tenancy hereby created without notice.

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 covenants 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 may be exercised forthwith 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.

AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

PROVINCE OF ONTARIO } I/we REGGIE ASSIM  
COUNTY OF York } of the City of Toronto  
To Wit: } in the County of York, Esquire,

Strike out words and parts not applicable, and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. I was of the full age of twenty-one years;

If Attorney see footnote.

~~Sworn that~~

~~that I was of the full age of twenty-one years~~

~~I was legally married to the person named therein as my wife/husband,~~

4. I was unmarried/~~divorced/separated~~.

SWORN before me at the City of Toronto in the County of York this 4th day of JANUARY A.D. 1961

*R. Assim*

*Ronald M. Lyons*  
A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided "I am Attorney for.....(State name)..... one of the parties named therein and he/she was of the full age of twenty-one years."

89065

DATED December 21st, 1960

THE MUSLIM SOCIETY OF TORONTO INC.

TO

JOHN KO WALENKO, ET UX

485

Address:

*455 Clevedon*

Mortgage

\$10,080.00

7%

Dye & Durham Limited, 10 Adelaide Street West, Toronto, Canada  
Law and Commercial Stationers

*H/50*  
Not to be recorded in full. *335*

Solicitors for the Mortgagee.  
Hamilton, Torrance, Campbell and Nobbs,  
5889 Malport Road,  
Malton, Ont.

*W. A. LENCKI*

89065 W.T.

No. .... I certify that the within Instrument is duly Entered, Registered and Micro-fimed in the Registry Office for the Registry Division of Toronto at 535

*J.M.* of the 5 JAN A.D. 1961

*Sturkman*  
REGISTRAR

*19/22/553*  
*lh*

THIS SPACE TO BE RESERVED FOR REGISTRY OFFICE CERTIFICATE

THIS INSTRUMENT IS THE PROPERTY OF THE REGISTRY OFFICE FOR THE REGISTRY DIVISION OF TORONTO TORONTO

**Affidavit, The Registry Act**  
IN THE MATTER OF THE MORTMAIN AND CHARITABLE USES ACT

PROVINCE OF ONTARIO  
COUNTY OF

I, REGGIE ASSIM  
of the CITY OF TORONTO in the County of YORK

To Wit: } make oath and say:

1. That I am PRESIDENT of  
THE MUSLEM SOCIETY OF TORONTO INC. the GRANTEE

named in the annexed instrument, and as such have knowledge of the matters herein deposed to.

2. That the lands described in the annexed instrument are not assured to  
THE MUSLEM SOCIETY OF TORONTO INC.

contrary to the provisions of Section 2 of the Mortmain and Charitable Uses Act of Ontario.

Sworn before me at the CITY  
of TORONTO  
in the County of YORK  
this 4TH  
day of JANUARY

A.D. 1961

*R. Assim*

*Donald H. Lyons*  
A Commissioner, etc.

**Witnesseth** that in consideration of other good and valuable

consideration and the sum of TWO -

- (\$2.00) -

Dollars

of lawful money of Canada now paid by the said Grantee to the said Grantor s (the receipt whereof is hereby by them acknowledged), the said Grantor s ~~Do~~ th Grant unto the said Grantee in fee simple.

All and Singular th at certain parcel or tract of land and premises

situate lying and being in the City of Toronto, (formerly in the Town of Toronto Junction) in the County of York, and being composed of part of Lot 19, Block 22, according to Plan 553, in the Registry Office for the County of York (now in the Registry Office for the Registry Division of Toronto) which said parcel of land may be more particularly described as follows:

COMMENCING at the North-west angle of said Lot 19;

THENCE EASTERLY along the south-limit of Dundas Street, Twenty-four feet three inches (24'3");

THENCE SOUTH 16 degrees east and parallel to the westerly limit of High Park Avenue, One hundred and thirty-five feet (135');

THENCE WESTERLY and parallel to the south limit of Dundas Street Twenty-four feet three inches (24'3") more or less to a point in the west limit of said No. 19, said point being One hundred and thirty-five feet (135') measured southerly along the said west limit from the north-west angle of said Lot 19;