

(2.) The memorandum may include all or any of the matters mentioned in subsection one hereof, and in such case the said forms shall be modified accordingly.

(3.) The memorandum may be registered in like manner as the original mortgage.

(4.) A memorandum or instrument varying the terms or conditions of any mortgage of land subject to a subsequent mortgage shall not be binding on any mortgagee unless he has consented thereto in writing on such memorandum or instrument, but such consent shall render the said memorandum or instrument binding on the mortgagee so consenting, and shall be deemed to be notice to and shall be binding on all persons who may subsequently derive from him any interest in the mortgaged property.

Remedies of Mortgagee.

Mortgagee may, after default, enter into possession.
1908, No. 99, s. 105

105. The mortgagee, upon default in payment of the principal sum, interest, annuity, or rent-charge secured by any mortgage, or of any part thereof, may enter into possession of the mortgaged land by receiving the rents and profits thereof, or may bring an action for possession of the said land either before or after entering into the receipt of the rents and profits thereof, and either before or after any sale of such land is effected under the power of sale given or implied in his mortgage.

Mortgagee may distrain on tenant to the amount of his rent.
Ib., s. 106

106. Besides his remedy against the mortgagor, every mortgagee shall be entitled, after the principal sum, interest, annuity, or rent-charge, or any part thereof, has become in arrear for twenty-one days, and after seven days have elapsed from the date of application for the payment thereof to the occupier or tenant, to enter upon the mortgaged land and distrain and sell the goods and chattels of such occupier or tenant, and to retain thereout the moneys so in arrear and all costs and expenses occasioned by such distress and sale:

Provided that no occupier or tenant occupying such land shall be liable to pay to any mortgagee a greater sum than the amount of rent which, at the time of making such distress, is then due from such occupier or tenant to the mortgagor, or to the person claiming the said land under the mortgagor, and any amount so paid shall be held to be *pro tanto* in satisfaction of such rent.

Receipt of mortgagee sufficient discharge.
Ib., s. 107

107. (1.) The receipt or receipts in writing of the mortgagee shall be a sufficient discharge to the purchaser of the mortgaged land, estate, or interest, or of any portion thereof, for so much of his purchase-money as may be thereby expressed to be received.

(2.) Such purchaser shall not be answerable for the loss, misapplication, or non-application, or be obliged to see to the application of the purchase-money by him paid, nor shall he be concerned to inquire as to the fact of any default or notice having been made or given as aforesaid.

Application of purchase-money.
Ib., s. 108

108. The purchase-money to arise from the sale of any such land, estate, or interest shall be applied—

(a.) Firstly, in payment of the expenses occasioned by such sale:

(b.) Secondly, in payment of the moneys then due or owing to the mortgagee: