

**Person** includes a corporation.

**Principal Sum Secured** means the Secured Money.

**Resumption** means a resumption, appropriation or compulsory acquisition of the Land under a statute or otherwise, including a restriction or order under which compensation is payable in connection with the Land.

**Schedule** means the schedule to this Mortgage (if any).

**Secured Money** means, at any time, all amounts then due for payment or which will or may become due for payment or which remain unpaid, by the Mortgagor or all or any one or more of the Borrower or the Mortgagor to the Mortgagee (for the account of any one or more of them or for the account of another person) in connection with any agreement, transaction, instrument (whether or not negotiable), document, event, act, omission, matter or thing whatsoever, whether at law or otherwise, and whether or not:

- (a) Demand has been made under the Guarantee;
- (b) the amounts were within the contemplation of the parties at the date of this Mortgage; or
- (c) the amounts are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Borrower to the Mortgagee; or
- (d) the Mortgagee has advanced or paid the amounts on behalf of the Borrower or at the express or implied request of the Borrower;
- (e) the Mortgagee is liable to pay the amounts by reason of any act or omission on the part of any one or more of the Borrower, or has paid or advanced in protecting or maintaining this Mortgage or any property secured by it following an act or omission on the part of the Borrower; and
- (f) the amounts are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.

This definition:

- (g) applies:
  - (i) irrespective of the capacity in which the Borrower or the Mortgagor became entitled to, or liable in respect of, the amount concerned;
  - (ii) whether the Borrower or the Mortgagor is liable as principal debtor, as surety, or otherwise;
  - (iii) whether the Borrower is liable alone, or together with another person;

**Security Interest** means anything which gives a creditor priority to other creditors with respect to any asset. It includes:

- (a) a mortgage, pledge, lien, charge, assignment by way of security, hypothecation, secured interest, title retention arrangement, preferential right, trust arrangement or other arrangement (including any set-off or flawed-asset arrangement) having the same or equivalent commercial effect as a grant of security; or