

## Updating the Mortgage Origination Documents (after Phase II Standardization Project)

Clause No.	2003 Edition	Revised Edition
<b>I. 2-party Mortgage (English version)</b>		
<b>Page 6 Clause 5.2</b>	"Any action we take under clause 5.1 is subject to the condition that ...."	"Any action we take under clause 5.1 is subject to the condition that ...."
<b>Page 23 Clause 30</b>	"We are entitled to require you to provide further security if, in our reasonable opinion at <u>anytime</u> , ...."	"We are entitled to require you to provide further security if, in our reasonable opinion at <u>any time</u> , ...."
<b>Page 23 Clause 31.4</b>	"You may not assign .... without <u>one</u> prior written consent."	"You may not assign .... without <u>our</u> prior written consent."
<b>Page 24 Clause 33.3</b>	"We are not <u>be</u> obliged ...."	"We are not obliged ...."
<b>(Chinese version)</b>		
<b>Page 9 Clause 8(g)</b>	"容許我們防委任的代表或接管人...."	"容許我們委任的代表或接管人...."
<b>Page 12 Clause 11.2</b>	"在政府租契 <u>其</u> 滿後，...."	"在政府租契 <u>期</u> 滿後，...."
<b>Page 18 Clause 23.1</b>	"你委任我們及(另外委任)接管人，....並以其名義或代表 <u>它</u> 作出下列事情: ...."	"你委任我們及(另外委任)接管人，....並以其名義或代表 <u>你</u> 作出下列事情: ...."
<b>Page 21 Clause 27.3</b>	"我們有權 <u>僱</u> 用收債代理人追收根據按揭到期應付但你 <u>但</u> 未支付的任何款項。"	"我們有權 <u>僱</u> 用收債代理人追收根據按揭到期應付但你未支付的任何款項。"
<b>Page 22 Clause 35.2</b>	"你必須將你....，和將 <u>它</u> 在該情況下收取...."	"你必須將你....，和將 <u>你</u> 在該情況下收取...."

Clause No.	2003 Edition	Revised Edition
<b>II. 3-party Mortgage (English version)</b>		
<b>Page 17 Clause 16.5</b>	"Any person dealing with us or the Receiver is entitled to assume that: (a) .... (b) .... (c) .... <u>(c) ...."</u>	"Any person dealing with us or the Receiver is entitled to assume that: (a) .... (b) .... (c) .... <u>(d) ...."</u>
<b>(Chinese version)</b>		
<b>Page 1 Footnote – last sentence</b>	"擬採用此等按揭條件的承按人或其他人必須就此等按揭條件是否適合其 <u>原</u> 定用途各自尋求法律意見。"	"擬採用此等按揭條件的承按人或其他人必須就此等按揭條件是否適合作 <u>其原</u> 定用途各自尋求法律意見。"
<b>Page 13 Clause 11.2</b>	"在政府租契 <u>其</u> 滿後，如按揭人沒有取得政府租契的續訂...."	"在政府租契 <u>期</u> 滿後，如按揭人沒有取得政府租契的續訂...."
<b>Page 18 Clause 21.1(e)</b>	"21.1 .... (a) .... (b) .... (c) .... (d) .... <u>(e) 借款人和按揭人各自同意放棄以我們現在或將來欠下他們每一方的債項或法律責任抵銷欠款的所有權利。</u> "	"21.1 .... (a) .... (b) .... (c) .... (d) .... <u>21.2 借款人和按揭人各自同意放棄以我們現在或將來欠下他們每一方的債項或法律責任抵銷欠款的所有權利。</u> "

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<b>III. Guarantee (English version)</b>		
<b>Page (ii) Clause 9 – last sentence</b>	"...., default interest <u>it</u> is not charged under the Guarantee so as to avoid double charging."	"...., default interest is not charged under the Guarantee so as to avoid double charging."
<b>(Chinese version)</b>		
<b>Page 7 Clause 7.1 (c) and (d)</b>	<p>(c) 在<u>對方</u>或其他抵押人破產或無償債能力的情況下提出與我們相競爭的申索；或</p> <p>(d) 自<u>對方</u>或其他抵押人處收取任何付款或分發或抵押的利益。</p>	<p>(c) 在<u>借款人</u>或其他抵押人破產或無償債能力的情況下提出與我們相競爭的申索；或</p> <p>(d) 自<u>借款人</u>或其他抵押人處收取任何付款或分發或抵押的利益。</p>
<b>Page 7 Clause 7.3</b>	7.3 如你接受第 <u>7.2</u> 條所提述的任何抵押（不論是否經我們同意），你即以信託形式為我們持有該等抵押，並必須將你就該抵押而收取的全部款項支付給我們。	7.3 如你接受第 <u>7.1 (d)</u> 條所提述的任何抵押（不論是否經我們同意），你即以信託形式為我們持有該等抵押，並必須將你就該抵押而收取的全部款項支付給我們。

Clause No.	2003 Edition	Revised Edition
<b>IV. Loan Application Form (English version)</b>		
<b>Page 6 Clause 13 – 2nd line</b>	"I/We understand any <u>representation</u> or misstatements in, ...."	"I/We understand any <u>misrepresentation</u> or misstatements in, ...."
<b>(Chinese version)</b>		
<b>Page 6 Clause 13 – 2nd line</b>	"承按人.....。我 / 我們明白在我 / 我們提供的資料內的任何 <u>申述</u> 、錯誤陳述或遺漏，均可....；"	"承按人.....。我 / 我們明白在我 / 我們提供的資料內的任何 錯誤陳述或遺漏，均可....；"

Clause No.	2003 Edition	Revised Edition
<b>V. Facility Letter (English version)</b>		
<b>Page (ii) Clause 7 – 2nd paragraph</b>	"The Steering Committee recommends that as a matter of best practice <u>on</u> the mortgagor should be ...."	" The Steering Committee recommends that as a matter of best practice the mortgagor should be ...."
<b>Page 3 Clause A – last line</b>	".... the meaning of the terms of <u>the</u> this Agreement and the mortgage documents."	".... the meaning of the terms of this Agreement and the mortgage documents."
<b>Page 5 3rd line of last bullet point</b>	".... party's <u>principapl</u> place of business is outside Hong Kong or if such information will be held, processed, or used by that party outside Hong Kong."	".... party's <u>principal</u> place of business is outside Hong Kong or if such information will be held, processed, or used by that party outside Hong Kong."
<b>(Chinese version)</b>		
<b>Page 1 4th bullet point</b>	<p><b><u>批給借款人的貸款詳情及怎樣償還貸款</u></b></p> <ul style="list-style-type: none"> <li>• ....</li> <li>• ....</li> <li>• ....</li> <li>• 將會適用的全部費用和收費，例如....估價費用、手續費及...."</li> </ul>	<p><b><u>批給借款人的貸款詳情及怎樣償還貸款</u></b></p> <ul style="list-style-type: none"> <li>• ....</li> <li>• ....</li> <li>• ....</li> <li>• 將會適用的全部費用和收費，例如....估價費用、手續費及...."</li> </ul>
<b>Page 3 Clause B</b>	"B. <input type="checkbox"/> 我們同意負責草擬按揭文件及見證你簽署的律師可以同時代表我們及你及 / 或按揭人。你可以向我們要求提供我們認可律師一覽表，從其中委任一位同時代表我們及你的律師，處理按揭事宜。 <u>但如果任何利益衝突的話，該律師要停止代表我們及你。</u> "	"B. <input type="checkbox"/> 我們同意負責草擬按揭文件及見證你簽署的律師可以同時代表我們及你及 / 或按揭人 / <u>擔保人</u> 。你可以向我們要求提供我們認可律師一覽表，從其中委任一位同時代表我們及你的律師，處理按揭事宜。"
<b>Page 4 Clause (c)</b>	"(c) 我們向你發出通知，表示我們發現 <u>悉</u> 你於貸款申請表中給予我們虛假或不完整的資料，...."	"(c) 我們向你發出通知，表示我們發現你於貸款申請表中給予我們虛假或不完整的資料，...."