

MORTGAGE

LAND TITLES ACT

1. NAME AND ADDRESS OF MORTGAGOR (THE "MORTGAGOR")						
2. NAME AND ADDRESS OF ANY GUARANTOR (THE "GUARANTOR") (if applicable)						
3. MAXIMUM PRINCIPAL AMOUNT FOR WHICH GUARANTOR IS LIABLE (if applicable) (If not completed, the Guarantor shall be liable for the full amount of the Mortgage)						
4. NAME AND ADDRESS OF MORTGAGEE (THE "MORTGAGEE")						
5. LEGAL DESCRIPTION OF LANDS (THE "PROPERTY") <input type="checkbox"/> Leasehold Interest <input type="checkbox"/> Freehold Interest						
6. PAYMENT PROVISIONS (a) Principal Amount \$				(b) Interest Rate % per annum		(c) Calculation Period
(d) Interest Adjustment Date	M	D	Y	(e) Payment Date and Period		(f) First Payment Date
(g) Last Payment Date				(h) Amount of Each Payment Dollars \$		
(i) Balance Due Date				(j) Insurance Dollars \$		

7. STANDARD MORTGAGE TERMS

This Mortgage consists of the Mortgagee's set of Standard Form Mortgage Terms ("SMT") filed as Instrument Number _____ together with all schedules thereto and is subject to the terms contained in the SMT as varied by any deletions from, or amendments or additions to the terms of the SMT as set out herein.

8. DELETED, AMENDED OR ADDED TERMS

See Schedule (if any).

This Mortgage is not a high-ratio mortgage

OR

“This mortgage is a high ratio mortgage to which the *Law of Property Act* apply. You and anyone who, expressly or impliedly, assumes this mortgage from you, could be sued for any obligations under this mortgage if there is a default by you or the person who assumes this mortgage.”

9. ACKNOWLEDGEMENTS

The Mortgagor hereby acknowledges as follows:

- (a) That the Mortgagor understands the nature of the SMT referred to in clause 7 above and the statements made in the said clause;
- (b) That the Mortgagor has been given a copy of the SMT;
- (c) That the Mortgagor is the registered owner of the mortgaged Property; and
- (d) For better securing to the Mortgagee the repayment in the manner set out above of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage, the Mortgagor mortgages and charges to the Mortgagee all the Mortgagor’s estate and interest in the mortgaged Property.

10. EXECUTION BY MORTGAGOR

The Mortgagor has executed this Mortgage on _____
[Insert Date]

Witness

Witness

Witness

11. EXECUTION BY GUARANTOR

THE GUARANTOR HEREBY ACKNOWLEDGES THAT THE GUARANTOR HAS BEEN GIVEN A COPY OF THE SMT AND HAS READ AND FULLY UNDERSTANDS THE TERMS THEREOF DESCRIBING THE OBLIGATIONS OF THE GUARANTOR.

The Guarantor has executed this Mortgage which contains the terms of the Guarantee thereof on

[Insert Date]

Witness

12. AFFIDAVIT OF EXECUTION

I, _____,
[name of witness] [occupation]

of _____
[address]

- (a) THAT I was personally present and did see _____ and _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
- (b) THAT the same was executed at the _____ of _____, and that I am a subscribing witness thereto.
- (c) THAT I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me at _____,)
in _____,)
this _____ day of _____, _____)

A Commissioner for Oaths)

[signature of witness]

CONSENT OF SPOUSE

I, _____, being
[name of spouse]

married to the above named _____,
[name of mortgagor]

do hereby give my consent to the disposition of our homestead made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me.

[Signature of Non-Owning Spouse]

CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____
[name of spouse]

_____ apart from her husband (or his wife).

2. _____ acknowledged to me that she (or he):

- (a) is aware of the nature of the disposition;
- (b) is aware that THE DOWER ACT gives her (or him) a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
- (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the extent necessary to give effect to the said disposition; and
- (d) is executing this document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at _____, this _____ day of _____.

Signature of a Commissioner for Oaths

