

**Charge/Mortgage of Land  
Land Titles Act**

<b>(1) Mortgagor(s)</b>											
<b>(2) Address of Mortgagor(s)</b>											
<b>(3) Legal Description of Mortgaged Lands</b>											
<b>(4) Name and Address of any Guarantor(s) (if applicable)</b>											
<b>(5) Maximum Principal Amount for which Guarantor is Liable (if applicable)</b> (If not completed, the Guarantor shall be liable for the full amount of the Mortgage)											
<b>(6) Mortgagee</b> CMLS Financial Ltd. 18 York Street Suite 1500 Toronto, ON M5J2T8											
<b>(7) Payment Provisions</b>											
(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		M	D	Y
(g) Last Payment Date					(h) Amount of Each Payment		Dollars \$				
(i) Balance Due Date					(j) Insurance		Dollars \$				
<b>(8) Standard Mortgage Terms</b> Each Mortgagor acknowledges and confirms that this charge/mortgage of land consists of the terms contained herein and is subject to the terms contained in the Standard Mortgage Terms that were filed with the Registrar under the <i>Land Titles Act</i> as number 131037998.											
<b>(9) Additional Terms</b>											
(a) <input type="checkbox"/> <b>THIS MORTGAGE IS NOT A HIGH-RATIO MORTGAGE</b>											
<input type="checkbox"/> <b>THIS MORTGAGE IS A HIGH-RATIO MORTGAGE TO WHICH SECTIONS 43(4.1) AND (4.2) AND 44(4.1) AND (4.2) OF THE LAW AND PROPERTY ACT APPLY. YOU AND ANYONE WHO, EXPRESSLY OR IMPLIEDLY, ASSUMES THIS MORTGAGE FROM YOU, COULD BE SUED FOR ANY OBLIGATION UNDER THIS MORTGAGE IF THERE IS A DEFAULT BY YOU OR BY A PERSON WHO ASSUMES THIS MORTGAGE.</b>											
<b>(10) Acknowledgements</b>											

Each Mortgagor acknowledges

- (a) that he/she understands the nature of the statements set out in clause 8;
- (b) that he/she has been given a copy of the Standard Mortgage Terms referred to in clause 8;
- (c) that he/she is a registered owner of the land being mortgaged, and
- (d) that the Mortgage is a mortgage of all of the Mortgagor's estate and interest in the lands described in clause 3 hereof for the purposes of securing the payment of the principal amount, interest, and all other amounts secured by this Charge/Mortgage of Land.

**(11) Execution**

Each Mortgagor has executed this Mortgage on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mortgagor

**(12) Execution By Guarantor**

**The Guarantor hereby acknowledges that the Guarantor has been given a copy of the Standard Mortgage Terms and has read and fully understands the terms describing the obligations of the Guarantor.**

The Guarantor has executed this Mortgage on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

**(13) Affidavit of Execution**

I, \_\_\_\_\_, \_\_\_\_\_ of  
(name of witness) (occupation)

\_\_\_\_\_ in the Province of Alberta, make oath and say:  
(address of witness)

- (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 \_\_\_\_\_, in the Province of Alberta 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 the Province of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
A Commissioner for Oaths in and for the Province  
of Alberta

\_\_\_\_\_  
Signature of Witness

**(14) Consent of Spouse**

I, \_\_\_\_\_, being married to the within named  
 \_\_\_\_\_,  
 (name of spouse)  
 \_\_\_\_\_, do hereby give my consent to the disposition of our homestead  
 \_\_\_\_\_,  
 (name of mortgagor)  
 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 by *The Dower Act* to the extent necessary to give effect to  
 the said disposition.

\_\_\_\_\_  
 Signature of Non-Ownning Spouse

**(15) Certificate of Acknowledgement by Spouse**

1. This document was acknowledged before me by \_\_\_\_\_ apart from her  
 husband/his wife. \_\_\_\_\_  
 (name of spouse)
2. \_\_\_\_\_ acknowledged to me that she/he:
  - (a) Is aware of the nature of the disposition;
  - (b) Is aware that the *Dower Act* gives her/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 state and other downer rights in the  
 homestead given to her/him by the *Dower Act* to the extent necessary to give effect to the said  
 disposition;
  - (d) Is executing the document freely and voluntarily without any compulsion on the part of her  
 husband/his wife.

DATED at \_\_\_\_\_ in the Province of \_\_\_\_\_, this \_\_\_\_\_  
 day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Solicitor

**(16) Dower Affidavit**

I, \_\_\_\_\_, of \_\_\_\_\_, make oath and  
 say:

(a) I am the Mortgagor (or the agent acting under power of attorney in my favour registered in the Land  
 Titles Office on \_\_\_\_\_, as instrument number \_\_\_\_\_  
 granted by the Mortgagor) named in the within instrument.

(b) I am (or my principal is) not married.

OR

Neither myself nor my spouse (or my principal nor his spouse) have resided on the within mentioned  
 land at any time since our (or their) marriage.

OR

I am (or my principal is) married to \_\_\_\_\_ being the person who  
 executed the release of dower rights registered in the Land Titles Office on  
 \_\_\_\_\_, \_\_\_\_\_ as instrument number  
 \_\_\_\_\_.

OR

A judgment for damages was obtained against me by my spouse (or my principal by his spouse) and  
 registered in the Land Titles Office on \_\_\_\_\_,  
 \_\_\_\_\_ as instrument number \_\_\_\_\_.

Sworn before me at \_\_\_\_\_ )  
 in the Province of \_\_\_\_\_ )  
 this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ )

\_\_\_\_\_  
 A Commissioner for Oaths in and for the Province  
 of Alberta

\_\_\_\_\_  
 Signature of Mortgagor (or agent)

**(17) The Guarantees Acknowledgment Act (Alberta)  
Certificate of Notary Public**

I hereby certify that:

1. \_\_\_\_\_ of \_\_\_\_\_ in the Province of  
(Guarantor)  
\_\_\_\_\_, the Guarantor in the guarantee dated  
\_\_\_\_\_,

made between **Computershare Trust Company of Canada** and  
\_\_\_\_\_,

(Guarantor)  
to which this certificate is attached or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee; and

2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, under my hand and seal of office.

(Seal of Notary Public)

\_\_\_\_\_  
A Notary Public in and for the Province of Alberta  
\_\_\_\_\_

(Guarantor to sign in  
Presence of Notary Public)

**STATEMENT OF GUARANTOR**

I am the person named in the certificate \_\_\_\_\_

\_\_\_\_\_  
Signature of Guarantor