

THIS MORTGAGE dated as of the day of , 20 .

The Parties to this mortgage are:

Mortgagor

AND:

, whose address is

Mortgagee

AND:

Spouse of the mortgagor (if spouse not a mortgagor)

AND:

Guarantor

1. MORTGAGE

You hereby mortgage to us the property described below to secure the Principal Amount of (\$) (the **Principal Amount**) together with interest thereon as set out in paragraph 2 herein. The property is described as (the **Property**): *

*If space is insufficient to type description of your property in this paragraph, attach Schedule B describing the Property and type in the above space “See attached Schedule B”.

Any buildings on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements are covered by this mortgage.

To have and to hold the lands and the appurtenances unto the mortgagee, its successors and assigns.

2. HOW YOU WILL REPAY YOUR LOAN WITH INTEREST

[fixed rate mortgage/delete if not applicable]

You agree to pay to us the Principal Amount with interest thereon as well after as before maturity and both before and after default at the rate of _____ percent (_____ %) per annum calculated semi-annually, not in advance (the "Interest Rate"), computed from the date the Principal Amount, or any part thereof, is advanced on so much of the Principal Amount as shall from time to time remain unpaid until the whole of the Principal Amount is paid. The Principal Amount and interest shall become due and be paid as follows:

- (i) Interest shall accrue from the date of advance hereunder and shall be due and payable on the _____ day of the month next following the date of the first advance _____, (the "Interest Adjustment Date");
- (ii) Thereafter, the Principal Amount and interest, as aforesaid shall be payable by equal consecutive monthly instalments of principal and interest of (\$ _____), commencing on the _____ day of the month next following the Interest Adjustment Date and thus to continue monthly on the _____ day of each month to and including the _____ day of _____, _____;
- (iii) The balance, if any, of the Principal Amount and interest thereon, as aforesaid, and any other moneys owing under this Mortgage shall be due and payable on the _____ day of _____, _____ (the "Balance Due Date");

[adjustable rate mortgage/delete if inapplicable]

You agree to pay to us the Principal Amount with interest thereon as well after as before maturity and both before and after default at the Prime Rate plus/minus [delete inapplicable] percent (_____ %) per annum calculated semi-annually, not in advance (the "Interest Rate"), computed from the date the Principal Amount, or any part thereof, is advanced on so much of the Principal Amount as shall from time to time remain unpaid until the whole of the Principal Amount is paid. The Principal Amount and interest shall become due and be paid as follows:

- (i) Interest shall accrue from the date of advance hereunder and shall be due and payable on the _____ day of the month next following the date of the first advance _____, (the "Interest Adjustment Date");
- (ii) Thereafter, the Principal Amount and interest, as aforesaid, shall be payable by consecutive monthly instalments of principal and interest of \$ _____, (subject to change as noted below), commencing on the _____ day of the month next following the Interest Adjustment Date and thus to continue monthly on the _____ day of each month to and including the _____ day of _____, _____;
- (iii) The balance, if any, of the Principal Amount and interest thereon, as aforesaid, and any other moneys owing under this Mortgage shall be due and payable on the _____ day of _____, _____ (the "Balance Due Date");

The interest rate each month, including the month in which this mortgage is advanced, will be set to the Prime Rate in effect as at the close of business on the first day of the month, plus or minus, if any, the specific percentage points per annum set out in this mortgage or any amendment hereto.

The interest rate will be first set on the date of the advance as outlined above and thereafter will be automatically adjusted, on each adjustment date, with changes in the Prime Rate. The adjustment date is the first day of each and every month after the date of the advance. The interest rate will be adjusted on each adjustment date during the term of this mortgage and will remain in effect for the entire month. At the close of business on the adjustment date, the rate will be reset to the Prime Rate then in effect, plus or minus the specific percentage points per annum, if any. The resulting rate is defined as the total interest rate.

The principal and interest payment will be re-calculated, on the date of the advance and thereafter on each adjustment date, based on the total interest rate and remaining amortization. The interest rate and payment amount will be adjusted and will vary in accordance with this paragraph regardless of whether the borrower receives notice of such adjustment.

The principal and interest payment will be recalculated on each adjustment date, based on the new interest rate and remaining amortization. Within a reasonable time after a change in the Interest Rate, we may mail to you, at your last known mailing address according to our records, a notice of the changed interest rate, its effective date, and the applicable change to the payment amount. The Interest Rate and payment amount will vary in accordance with this paragraph even if we fail to send this notice or you fail to receive it.

3. INDEBTEDNESS SECURED BY THE MORTGAGE

You agree the mortgage secures all Indebtedness up to the Principal Amount with interest thereon at the interest rate set out above.

4. ADDITIONAL TERMS AND COVENANTS

The terms, conditions and covenants set out in Schedule "A" appended hereto are incorporated and form part of this mortgage.

5. CONSENT OF SPOUSE

By signing this mortgage each spouse of a mortgagor hereby consents to the Mortgage and releases to the Mortgagee any claim or interest which he or she had, have, or may have under the *Matrimonial Property Act* on the Property subject to the Mortgage as far as necessary to give effect to the Mortgagee's rights under the Mortgage.

6. SIGNING THIS MORTGAGE

If you have read this mortgage and you agree to its terms, sign in the space provided for your signatures. Witnesses must sign in the spaces provided for the witnesses' signatures. Necessary legal seals should be added next to your signatures.

SIGNED, SEALED AND DELIVERED

in the presence of:

_____	_____	(Seal)
(Witness)	(Borrower)	
_____	_____	(Seal)
(Witness)	(Borrower)	
_____	_____	(Seal)
(Witness)	(Spouse of Borrower)	
_____	_____	(Seal)
(Witness)	(Guarantor)	
_____	_____	(Seal)
(Witness)	(Guarantor)	

Note: If mortgage is being signed outside of the Province of Nova Scotia, all affidavits must be sworn by a Notary Public in and for the province where the mortgage is being signed. Within the Province of Nova Scotia, it may be sworn by either a Barrister and Solicitor or a Notary Public in and for the Province of Nova Scotia.

[Option 1 - For use by Corporate Borrower]

CANADA
PROVINCE OF _____

AFFIDAVIT

I, _____, of _____, Province of _____ make oath and say that:

1. I am the _____ of _____ the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I executed the foregoing instrument for and on behalf of the Corporation.
3. I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.
4. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
5. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
6. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

SWORN TO at _____, in the _____)
 County of _____, Province of _____)
 _____, this _____ day)
 of _____, _____, before me:)

 A Notary Public)
 for the Province of _____)

Per: _____

CANADA
PROVINCE OF _____

I CERTIFY that on this _____ day of _____, _____, a party mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

 A Notary Public for the Province of _____

[Option 2 - For use by Individual Borrower – Not married]

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

I, _____ the "Deponent", make oath and swear that:

1. I acknowledge that I executed the foregoing instrument on the date of this affidavit.
2. This acknowledgement is made pursuant to Section 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or Section 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as the case may be for the purpose of registering the instrument.
3. The Deponent is nineteen years of age or older and is resident of Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this affidavit "Spouse" means either of a man and woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 (b) For the purpose of this affidavit "Spouse" includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. The Deponent is not a spouse and, with respect to the within property, the Deponent has no:
 - (a) former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, or
 - (b) former spouse with rights under the *Matrimonial Property Act*.

SWORN TO at _____, in the _____)
 County of _____, Province of _____)
 _____, this _____ day _____)
 of _____, _____, before me: _____)
 _____)
 _____)
 _____)
 _____)
 A Notary Public _____)
 for the Province of _____)

_____)
 _____)
 _____)
 _____)
 _____)
 _____)
 _____)
 _____)

CANADA
PROVINCE OF _____

I CERTIFY that on this _____ day of _____, _____, a party mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

A Notary Public for the Province of _____

[Option 3 - For use by Individual Borrower – Married but not Matrimonial Home]

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

I, _____ the "Deponent", make oath and swear that:

1. I acknowledge that I executed the foregoing instrument on the date of this affidavit.
2. This acknowledgement is made pursuant to Section 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or Section 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as the case may be for the purpose of registering the instrument.
3. The Deponent is nineteen years of age or older and is resident of Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this affidavit "Spouse" means either of a man and woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 (b) For the purpose of this affidavit "Spouse" includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. THAT this is not the matrimonial home of me and my spouse _____, and I have no other spouse, or, with respect to the within property (i) any former domestic partner with the rights contemplated by Section 55 of *Vital Statistics Act*, or (ii) former spouse with rights under the *Matrimonial Property Act*.

SWORN TO at _____, in the _____)
 County of _____, Province of _____)
 of _____, this _____ day _____)
 of _____, before me: _____)
 _____)
 _____)
 _____)
 _____)
 A Notary Public _____)
 for the Province of _____)
 _____)

CANADA
PROVINCE OF _____

I CERTIFY that on this _____ day of _____, _____, a party mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

A Notary Public for the Province of _____

[Option 5 - For use by Individual Borrower – Married & Matrimonial Home Without Spouse on Title]

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

I, _____ the "Deponent", make oath and swear that:

1. I acknowledge that I executed the foregoing instrument (the "Mortgage") on the date of this affidavit.
2. This acknowledgement is made pursuant to Section 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or Section 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as the case may be for the purpose of registering the Mortgage.
3. The Deponent is nineteen years of age or older and is resident of Canada under the *Income Tax Act* (Canada).
4. (a) For the purpose of this affidavit "Spouse" means either of a man and woman who:
 - (i) are married to each other;
 - (ii) are married to each other by a marriage that is voidable and has not been voided by a declaration of nullity; or
 - (iii) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year;
 (b) For the purpose of this affidavit "Spouse" includes an individual who is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* but does not include a former domestic partner.
5. That I am a spouse and _____ is my only spouse, and I have no other spouse, or, with respect to the within property, (i) any former domestic partner with the rights contemplated by Section 55 of *Vital Statistics Act*, or (ii) former spouse with rights under the *Matrimonial Property Act*.

SWORN TO at _____, in the _____)
 County of _____, Province of _____)
 _____, this _____ day _____)
 of _____, _____, before me: _____)
 _____)
 _____)
 _____)
 _____)
 A Notary Public _____)
 for the Province of _____)

I, _____, spouse of the Deponent, hereby consents to the Mortgage and releases to the Mortgagee any claim or interest which I, have, or may have under the *Matrimonial Property Act* on the Property subject to the Mortgage as far as necessary to give effect to the Mortgage's rights under the Mortgage.

_____)
 A Notary Public _____) Name: _____)
 for the Province of _____)

CANADA
PROVINCE OF _____

I CERTIFY that on this _____ day of _____, _____, a party mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

A Notary Public for the Province of _____