

THIS MORTGAGE dated as of the ____ day of _____, 20__.

The Parties to this mortgage are:

Mortgagor

AND:

Select one:

Computershare Trust Company of Canada

TSX Trust Company

RFA Bank of Canada,

a **body** corporate, whose address is (select one):

c/o RFA Bank of Canada, 16 York Street, Suite 1900, Toronto, Ontario M5J 0E6

c/o RFA Bank of Canada, P.O. Box 351, STN C, Kitchener, Ontario N2G 3Y9

Mortgagee

AND:

Spouse of the mortgagor (if spouse not a mortgagor)

AND:

Guarantor

1. MORTGAGE

The Mortgagor hereby mortgages to the Mortgagee 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 the 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 THE MORTGAGOR WILL REPAY ITS LOAN WITH INTEREST

[fixed rate mortgage/delete if not applicable]

The Mortgagor agrees to pay to the Mortgagee 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:

- a. 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");
- b. 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 _____, ____;
- c. 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]

The Mortgagor agrees to pay to the Mortgagee 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:

- a. 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");

- b. 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 _____, _____;
- c. 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 will change automatically each time there is a change in the Prime Rate. The principal and interest payment will be recalculated every time the Prime Rate changes, based on the new interest rate and remaining amortization. Within a reasonable time after a change in the Interest Rate, the Mortgagee may mail to the Mortgagor, at its last known mailing address according to the Mortgagee's 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 the Mortgagee fails to send this notice or the Mortgagor fails to receive it.

3. INDEBTEDNESS SECURED BY THE MORTGAGE

The Mortgagor agrees that 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 consents to this mortgage and releases any interest which he or she may have in the Property covered by this mortgage as far as necessary to give effect to the Mortgagee's rights under this mortgage.

6. SIGNING THIS MORTGAGE

If the Mortgagor has read this mortgage and agrees to its terms, it will sign in the space provided for its signatures. Witnesses must sign in the spaces provided for the witnesses' signatures. Necessary legal seals should be added next to all signatures.

SIGNED, SEALED AND DELIVERED in the presence of:

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

AFFIDAVIT OF EXECUTION

PROVINCE OF NEWFOUNDLAND AND LABRADOR

I, _____ of _____ in the Province of Newfoundland and Labrador, make oath and say as follows:

1. **THAT** I was present and did see the signature(s) of _____ and _____ affixed to the within document and that I am the subscribing witness to such execution.

SWORN TO at _____, in the)
Province of Newfoundland and Labrador,)
this _____ day of)
_____, 20__ .)
)
)
)
)
)
_____)
A Barrister, Commissioner of Oaths or)
Notary Public

AFFIDAVIT OF STATUS

PROVINCE OF NEWFOUNDLAND AND LABRADOR

I, _____ of _____ in the Province of Newfoundland and Labrador, make oath and say as follows:

- 1. **THAT** I am the Mortgagor described in the within Mortgage and as such have full knowledge of the facts herein deposed.
- 2. **THAT** I am not a spouse as defined by the *Family Law Act* (Newfoundland and Labrador) at the time of the execution of the within Mortgage.
- 3. **THAT** the property described in the within Mortgage is/ is not a matrimonial home under the provisions of the *Family Law Act* (Newfoundland and Labrador).
- 4. **THAT** to the best of my knowledge, information and belief, there are no other persons who have vested rights in the property being mortgaged under the attached Mortgage pursuant to the *Family Law Act* (Newfoundland and Labrador).
- 5. **THAT** I am at least nineteen (19) years of age.
- 6. **THAT** I am a resident of Canada within the intent and meaning of the *Canada Income Tax Act* and amendments thereto and intend to remain resident until the completion of this transaction.
- 7. **THAT** to the best of my knowledge, information and belief, at this date there are no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the property herein more particularly described in the attached mortgage.

SWORN TO at _____, in the)
 Province of Newfoundland and Labrador,)
 this _____ day of)
 _____, 20__ .)
)
)
)
)
)
)
 _____)
 A Barrister, Commissioner of Oaths or)
 Notary Public)

AFFIDAVIT OF STATUS

PROVINCE OF NEWFOUNDLAND AND LABRADOR

We, _____ of _____ in the Province of Newfoundland and Labrador, make oath and say as follows:

- 1. **THAT** we are the Mortgagors described in the within Mortgage and as such have full knowledge of the facts herein deposed.
- 2. **THAT** we are spouses of each other as defined by the *Family Law Act* (Newfoundland and Labrador) at the time of the execution of the within Mortgage.
- 3. **THAT** the property described in the within Mortgage is / is not a matrimonial home under the provisions of the *Family Law Act* (Newfoundland and Labrador).
- 4. **THAT** to the best of our knowledge, information and belief, there are no other persons who have vested rights in the property being mortgaged under the attached Mortgage pursuant to the *Family Law Act* (Newfoundland and Labrador).
- 5. **THAT** we are both at least nineteen (19) years of age.
- 6. **THAT** we are both residents of Canada within the intent and meaning of the Canada Income Tax Act and amendments thereto and intend to remain residents until the completion of this transaction.
- 7. **THAT** to the best of our knowledge, information and belief, at this date there are no statutory liens of any kind whatsoever charging or encumbering our assets and specifically the property herein more particularly described in the attached mortgage.

SEVERALLY SWORN TO at _____)
 _____, in the Province of _____)
 Newfoundland and Labrador, this _____)
 _____ day of _____)
 _____, 20___.) _____
) _____
) _____
) _____
 _____) _____
 A Barrister, Commissioner of Oaths or)
 Notary Public

PROVINCE OF NEWFOUNDLAND AND LABRADOR

AFFIDAVIT AND WARRANTIES

I, _____, of the City/Town of _____, in the Province of Newfoundland and Labrador, Canada, make oath and say as follows:

1. I am an authorized signing officer of _____ (the “Company”), the Mortgagor named herein and as such have personal knowledge of the facts herein deposed to.
2. The words “Spouse”, “Matrimonial Home”, “Marriage Contract”, “Cohabitation Agreement” and “Separation Agreement” as hereinafter used shall have the same meanings as defined in the *Family Law Act*, RSNL1990, c. F-2 (the “Act”). At the date of execution of the mortgage:
 - (a) I was at least 19 years of age;
 - (b) The Property did not constitute a Matrimonial Home or a Matrimonial Asset;
 - (c) No director or shareholder of the Company had at any time cohabited with, or been married to, any other person who has any claim or interest in the Property;
 - (d) No director or shareholder of the Company had at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
 - (e) There is no ownership of a share or an interest in a share of the Company entitling the owner to the occupation of the Property; and
 - (f) No other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
3. The Company warrants that:
 - (a) there are no leased chattels affixed to or situate in or on the Property;
 - (b) the Property does not now and to the best of my knowledge, after making due inquiry, has not ever contained Urea Formaldehyde Foam Insulation;

which warranties shall survive the closing of the purchase and sale of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Purchaser.
4. The Company has not:
 - (a) operated any venture required to collect or pay a Provincial tax or royalty in the Province of Newfoundland and Labrador; or
 - (b) made an Assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
5. At the date of execution of this mortgage, the Company:
 - (a) was a body corporate, duly incorporated under the Laws of the Province of Newfoundland and Labrador;
 - (b) was a resident of Canada within the meaning and intent of the *Income Tax Act*, R.S.C. 1985 (5th Supp.), and has no present intention of changing this status;
 - (c) was not liable for, or in arrears of, any tax or other debt imposed under the *Revenue Administration Act*, SNL 2009, c. R-15.01, or the *Excise Tax Act*, R.S.C. 1985, c. E-15.
6. To the best of my knowledge, information and belief at the date of execution of this mortgage:
 - (a) there are no underground oil tanks located on the Property;
 - (b) there were no statutory liens of any kind whatsoever charging or encumbering the assets of the Company or the Property; and

(c) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against the Company.

7. I make this Affidavit conscientiously believing the information contained herein to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5 knowing that it is an offence to make false statements in an Affidavit.

8. All Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

SWORN/AFFIRMED before me at)
 _____, in the Province of)
 Newfoundland and Labrador, this)
 _____ day of)
 _____, 20__ .)
)
)
)
)
 _____)
 A Barrister, Commissioner of Oaths or)
 Notary Public)