

**THIS MORTGAGE** dated as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

The Parties to this mortgage are:

[Redacted area]

Mortgagor

**AND:**

Select one:

- Computershare Trust Company of Canada
- TSX Trust Company
- RFA Bank of Canada

whose address is:

- 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:**

[Redacted area]

Spouse of the mortgagor (if spouse not a mortgagor)

**AND:**

[Redacted area]

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**): \*

[Redacted area]

\*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)

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared before me \_\_\_\_\_ of \_\_\_\_\_ in \_\_\_\_\_ County and being sworn, testified that (s)he is a subscribing witness to the within Mortgage and that (s)he was present and did see the same duly executed by the Mortgagors therein named.

\_\_\_\_\_  
COMMISSIONER

C A N A D A  
PROVINCE OF  
PRINCE EDWARD ISLAND

IN THE MATTER of the Family Law Act, being Statutes of Prince Edward Island, 1995, Chapter 12, as amended;

- and -

IN THE MATTER of the Registry Act, being Revised Statutes of Prince Edward Island, 1988, Chapter R-10, as amended.

**AFFIDAVIT OF SPOUSAL STATUS OR INTEREST**

We, \_\_\_\_\_ and \_\_\_\_\_,  
both of \_\_\_\_\_, \_\_\_\_\_ County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT we are the Mortgagors in the annexed Indenture and are of the full age of eighteen (18) years.
2. THAT we are/we are not [delete inapplicable] residents of Canada within the meaning of the Income Tax Act (Canada).
3. THAT for the purpose of this Affidavit, "Act" means the Family Law Act, S.P.E.I. 1995, c.12; "**family home**," as set out in s. 19 of the Act, means (i) every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence, (ii) the ownership of a share or shares, or of an interest in a share or shares, of a corporation entitling the owner to occupy a housing unit owned by the corporation shall be deemed to be an interest in the unit for the purposes of section 19, subsection (1), of the Act, (iii) if property that includes a family home is normally used for a purpose other than residential, the family home is only the part of the property that may reasonably be regarded as necessary to the use and enjoyment of the residence; "**property**" means the lands described in the Schedule to the annexed Indenture; and "**spouse**" means either of a man and woman who: (i) are married to each other; or (ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under the Act.
4. THAT the property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.
5. THAT neither of us have a former spouse with a right to possession or other interest in the property by reason of an Order of the Court or a domestic contract pursuant to the Act.
6. THAT as of the date hereof, we are spouses of one another, and we have no other spouse.

SWORN TO before me at the \_\_\_\_\_ of \_\_\_\_\_ )  
 \_\_\_\_\_, in \_\_\_\_\_ County, )  
 Province of Prince Edward Island, )  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

A COMMISSIONER FOR TAKING  
AFFIDAVITS IN THE SUPREME COURT.

C A N A D A  
PROVINCE OF  
PRINCE EDWARD ISLAND

IN THE MATTER of the Family Law Act, being Statutes of Prince Edward Island, 1995, Chapter 12, as amended;

- and -

IN THE MATTER of the Registry Act, being Revised Statutes of Prince Edward Island, 1988, Chapter R-10, as amended.

**AFFIDAVIT OF SPOUSAL STATUS OR INTEREST**

I, \_\_\_\_\_ of \_\_\_\_\_,  
County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am the Mortgagor in the annexed Indenture and am of the full age of eighteen (18) years.
2. THAT I am/am not [delete inapplicable] a resident of Canada within the meaning of the Income Tax Act (Canada).
3. THAT for the purpose of this Affidavit, "**Act**" means the Family Law Act, S.P.E.I. 1995, c.12; "**family home**," as set out in s. 19 of the Act, means (i) every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence, (ii) the ownership of a share or shares, or of an interest in a share or shares, of a corporation entitling the owner to occupy a housing unit owned by the corporation shall be deemed to be an interest in the unit for the purposes of section 19, subsection (1), of the Act, (iii) if property that includes a family home is normally used for a purpose other than residential, the family home is only the part of the property that may reasonably be regarded as necessary to the use and enjoyment of the residence; "**property**" means the lands described in the Schedule to the annexed Indenture; and "**spouse**" means either of a man and woman who: (i) are married to each other; or (ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under the Act.
4. THAT the property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.
5. THAT I have no former spouse with a right to possession or other interest in the property by reason of an Order of the Court or a domestic contract pursuant to the Act.
6. THAT as of the date hereof, we are spouses of one another, and we have no other spouses.
7. THAT I am not a spouse, and at the time of making the disposition or encumbrance evidenced by the annexed mortgage, I was not a spouse.
8. THAT the property which I am mortgaging, described in Schedule "B" annexed hereto, is not a family home within the meaning of the Act.
9. THAT I am/am not living separate and apart from my spouse and the property has never been occupied by me and my spouse as our family residence.
10. THAT my spouse, \_\_\_\_\_, has released all rights to the property acquired pursuant to Part II of the Act by a Separation Agreement made between us dated \_\_\_\_\_.
11. THAT the property is not designated by both me and my spouse as a family home and an Instrument designating another property as a family home of me and my spouse is registered and has not been revoked.

SWORN TO before me at the \_\_\_\_\_ of \_\_\_\_\_ )  
 \_\_\_\_\_, in \_\_\_\_\_ County, )  
 Province of Prince Edward Island, )  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ . )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

A COMMISSIONER FOR TAKING  
AFFIDAVITS IN THE SUPREME COURT.

C A N A D A  
PROVINCE OF  
PRINCE EDWARD ISLAND

**AFFIDAVIT OF SPOUSAL STATUS OR INTEREST**

I, \_\_\_\_\_, of \_\_\_\_\_, in \_\_\_\_\_ County, in the Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. THAT I am the \_\_\_\_\_ of the Mortgagor named in the annexed Indenture and am of the full age of eighteen (18) years.
2. THAT the Mortgagor is/is not a resident of Canada within the meaning of the Income Tax Act (Canada).
3. THAT for the purpose of this Affidavit, "**Act**" means the Family Law Act, S.P.E.I. 1995, c.12; "**family home**" means every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence; "**property**" means the lands described in the Schedule to the annexed Indenture; and "**spouse**" means an individual who, in respect of another person, (i) is married to the other person, or (ii) has entered into a marriage with the other person that is voidable or void.
4. THAT the property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.
5. THAT the property has never been occupied by myself, my spouse or any other person (or their spouses) who is associated with or is a shareholder of the Mortgagor as a family home.

SWORN TO before me at the \_\_\_\_\_ of \_\_\_\_\_ )  
 \_\_\_\_\_, in \_\_\_\_\_ County, )  
 Province of Prince Edward Island, )  
 this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ . )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

\_\_\_\_\_  
 \_\_\_\_\_

A COMMISSIONER FOR TAKING  
AFFIDAVITS IN THE SUPREME COURT.