



**The Law Society  
of Manitoba**

INCORPORATED 1877 | INCORPORÉ EN 1877

# REAL ESTATE

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## **Chapter 3**

Mortgages

Forms, Samples and Precedents

February 25, 2020

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# 1. Equitable Mortgage (Memorandum of Deposit and Charge)

## MEMORANDUM OF DEPOSIT AND CHARGE

TO: THE (name of financial institution)

1. The undersigned ,  
being the registered owner(s) of the lands and premises hereinafter referred to, hereby and herewith deposit with (hereinafter called the "Bank") Duplicate Certificate(s) of Title Number(s) covering the lands and premises more particularly and legally described in Schedule "A" hereto, with intent to create an equitable mortgage upon all said lands and premises for securing, to the extent permitted by the *Bank Act*, the payment and discharge to the Bank of all moneys and liabilities; hereinafter described and such security shall continue for so long as said moneys and liabilities or any part thereof shall remain unsatisfied.

2. The moneys and liabilities intended to be hereby secured shall include all moneys and liabilities which now are or which at any time or times hereafter may become due or owing or may be accruing due to the Bank from the undersigned (or any of them), upon any account or in any manner whatsoever and whether actually or contingently alone or jointly with others, and whether as principal or surety including, but without restricting the generality of the foregoing, charges of interest, discount, commission and other usual banking charges and all costs, charges and expenses which the Bank may pay or incur in perfecting or enforcing this security or in obtaining payment or discharge of such monies or liabilities or any part thereof and the undersigned hereby covenants to pay and discharge all such moneys and liabilities as aforesaid on demand.

3. This deposit and charge shall continue to be valid and effectual for all purposes whatsoever, notwithstanding any change in the nature of the liabilities hereby secured and notwithstanding any renewals in whole or in part of the bills, notes or other instruments securing or representing the same.

4. The undersigned hereby undertakes, on demand, and at no cost to the Bank, to make, execute and deliver to the Bank a registerable legal mortgage constituting a first charge upon said lands and premises or such part thereof and in such form and with such provisions as the Bank may require.

5. The undersigned represents that the said lands and premises are not mortgaged, charged or encumbered save and except those encumbrances set forth in Schedule "A" hereto.

6. The undersigned hereby charges said lands and premises with the payment of all aforesaid moneys and liabilities. The undersigned hereby covenants that during the continuance of this security to keep all buildings on said land and premises insured against fire in the full insurable value thereof and will on demand produce to the Bank the receipts for premiums paid in respect of such insurance.

7. All bills, notes and other contract obligations for the time being held by the Bank as security for payment of any money hereby secured are to be collateral securities for the payment of those moneys and are not to merge or be extinguished in the covenant for payment hereinbefore contained.

DATED at the \_\_\_\_\_ of \_\_\_\_\_ in the

Province of \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

SIGNED, SEALED AND DELIVERED

in the presence of

)

)

)

)

)

\_\_\_\_\_

**Note:** This equitable mortgage contains both a deposit of the Duplicate Certificate of Title with an immediate charge of the real property for the indebtedness AND an undertaking to provide a legal mortgage upon demand. Either would be sufficient. The Land Titles Office no longer issues Duplicate Titles, as all titles are now electronic. **The only time this would be used is for an older title that has not yet been converted to the electronic format.**

**SCHEDULE "A"**

**AFFIDAVIT OF WITNESS**

I,  
of the of in the  
Province of  
make oath and say:

1. That I was personally present and did see  
named in the within Memorandum of Deposit and Charge duly sign, seal and execute the same for  
the purposes therein mentioned.

2. That I know the said  
and am satisfied is (are) of the full age of eighteen  
years.

3. That the same was executed at the of in the Province of  
on the day of  
and that I am a subscribing witness thereto.

SWORN before me at the )  
of in the )  
Province of )  
this day of )

I, \_\_\_\_\_ am the non-owning spouse/common-law partner of the depositor and chargor \_\_\_\_\_ named in the Deposit and Charge within written and I hereby consent to the making of the same by the depositor and charger so named.

DATED this \_\_\_\_\_ day of \_\_\_\_\_

WITNESS: \_\_\_\_\_

The above consent was acknowledged before me by \_\_\_\_\_, the non-owning spouse/common-law partner of \_\_\_\_\_, apart from her/his/their spouse/common law partner \_\_\_\_\_ to have been voluntarily executed without any compulsion on the part of her/his/their spouse/common law partner \_\_\_\_\_. The non-owning spouse/common-law partner \_\_\_\_\_ has further acknowledged that she/he/they is/are aware of the nature and effect of the same.

DATED at the \_\_\_\_\_ of \_\_\_\_\_ in the Province of \_\_\_\_\_  
This \_\_\_\_\_ day of \_\_\_\_\_,

A  
\_\_\_\_\_ in and for the Province of Manitoba

CANADA ) I,  
PROVINCE OF MANITOBA ) of the \_\_\_\_\_ of  
TO WIT: ) in the Province of Manitoba

MAKE OATH AND SAY:

1. That I was personally present and did see \_\_\_\_\_, the non-owning spouse/common-law partner of \_\_\_\_\_ execute his/her/their consent to the within Deposit and Charge.
2. That I know the said \_\_\_\_\_ and am satisfied that he/she/they is/are of the full age of eighteen years.
3. That the said consent was executed at \_\_\_\_\_ aforesaid and that I am a subscribing witness thereto.

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

\_\_\_\_\_

CANADA ) I, \_  
PROVINCE OF MANITOBA ) of the \_ of  
TO WIT: ) in the Province of Manitoba

(severally) make oath and say:

1. That I am (one of) the within named Depositors and Chargors and that I am of the full age of eighteen years.

Delete  
inapplicable  
part.

or

That I am (one of) the (person entitled to be) registered owner of the within described lands.

2. That my Co-Depositor and Co-Chargor is the spouse of me  
one of the Depositors and Chargors.

Delete  
inapplicable  
part.

or

That my Co-Depositor and Co-Chargor is the common law partner of me  
one of the Depositors and Chargors.

or

That the person who consents as non-owning spouse/common-law partner of the Deposit and Charge within written is the non-owning spouse/common-law partner of the  
Depositor and Chargor.

3. That no part of the land referred to in the Deposit and Charge within written is or ever has been the homestead of me, the Depositor and Chargor, within the meaning of "The Homesteads Act".

Delete  
inapplicable  
part.

or

That I have no spouse or common-law partner.

(Severally) SWORN before me at )  
the of )  
in the Province of Manitoba )  
this day of )  
)

\_\_\_\_\_

## 2. Mortgage

[Document follows on next page]



**1. MORTGAGE TYPE**

- ☒ Mortgage ☐ Mortgage of Mortgage ☐ Encumbrance ☐ Mortgage of Encumbrance

**2. MORTGAGOR**

- ☐ Individual  
☐ Corporation  
☐ Executor, Administrator, Trustee  
☐ Government and Government Agency

**3. LAND DESCRIPTION AND PRIOR INSTRUMENTS**

Land 1

- ☒ All or part of a title  
☒ Current title number ☐ Issuing from title number  
 ☒ All ☐ Part


Land Description

- ☐ All units in a condominium plan  
☐ All lots, blocks and parcels in a plan

Subject to the following instruments

- ☐ Currently on title  
☐ Registered prior in series

**4. MORTGAGEE**

- ☐ Individual  Full legal name required  
☐ Corporation  
☐ Executor, Administrator  
☐ Government and Government Agency

**5. TERMS AND PAYMENT PROVISIONS**

Mortgage Description

Mortgage Principal Amount

Canadian Dollar (CAD)

Standard Charge Mortgage Terms



☒ Deposited at land titles as number

and name

☐ Not applicable

Loan Description

Loan Principal Amount

Canadian Dollar (CAD)

☐ Mortgage secures a revolving credit up to the loan principal amount

Payment Details

Prime is defined as

☐ Scheduled Payments

☐ Payable on Demand

#### Additional Provisions

- ☐ Covenantor will sign
- ☐ Guarantee Mortgage
- ☐ Collateral Mortgage
- ☐ Secures present and future liabilities
- ☐ Secures current or running account
- ☐ Prepayment terms
- ☐ Other


## 6. THE FARM LANDS OWNERSHIP ACT EVIDENCE

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

- ☐ The within land is not farm land as defined in *The Farm Lands Ownership Act*.
- ☐ All of the within lands are farm land and are being mortgaged pursuant to a *bona fide* debt obligation.
- ☐ Some of the within lands are farm land and the farm lands are being mortgaged pursuant to a *bona fide* debt obligation.
- ☐ Other

7. INSTRUMENT PREPARED BY

Given Name	<input type="text" value="Sonia"/>	Middle Names	<input type="text"/>	Surname	<input type="text" value="Ruppel"/>	Suffix	<input type="text"/>
Company	<input type="text" value="Levene Tadman Golub Law Corporation"/>						
Telephone +	<input type="text" value="1"/>	<input type="text" value="204"/>	<input type="text" value="9576437"/>	Extension	<input type="text"/>	E-Mail	<input type="text" value="sruppel@ltglc.ca"/>
File Number	<input type="text"/>			Description	<input type="text"/>		

 This is not a final version. Signature pages will only be generated when the form is locked.

### **3. Caveat**

[Document follows on next page]

**1. AGENT**☐ This caveat will be signed by an agent**2. CAVEATOR**☐ Individual☐ Corporation☐ Government and Government Agency☐ The Public Guardian and Trustee of Manitoba notice under s.18(1) of *The Public Guardian and Trustee Act*☐ Executor, Administrator, Trustee**3. ESTATE OR INTEREST IN LAND CLAIMED**

Estate or Interest in land Claimed

**4. BASIS FOR CLAIM**☐ Copy of agreement or supporting documents attached**5. LEGAL DESCRIPTION**

Land 1

☒ All or part of a title☐ All units in a condominium plan☐ All lots, blocks and parcels in a plan☒ Current title number☐ Issuing from title number☒ All☐ Part

Land Description



Names of all registered owners. Indicate if their interests are affected:

☒ All registered owners' interests are affected

☒ Individual ☐ Corporation ☐ Government and Government Agency ☐ Estate ☐ Religious Society ☐ Cemetery Trust

Given Name

Middle Names

Surname

☒ Interests Affected

#### 6. AFFECTED INSTRUMENT

*No Instrument can be affected by the selected interests.*

#### 7. THE FARM LANDS OWNERSHIP ACT EVIDENCE

*The Farm Lands Ownership Act evidence is not required.*

#### 8. INSTRUMENT PREPARED BY

Given Name

Middle Names

Surname

Company

Telephone +

Extension

E-Mail

File Number

Description

 This is not a final version. Signature pages will only be generated when the form is locked.

## 4. Certificate of Independent Legal Advice (Sample)

### SOLICITOR'S CERTIFICATE OF INDEPENDENT LEGAL ADVICE

I, \_\_\_\_\_, Barrister and Solicitor, entitled to practice in Manitoba, HEREBY CERTIFY that \_\_\_\_\_ appeared before me on June 17, \_\_\_\_\_, and that I advised her/him/them independently of \_\_\_\_\_, \_\_\_\_\_ LTD. and THE CREDIT UNION LIMITED as to the meaning and effect of a Mortgage and a Guarantee for Indebtedness of \_\_\_\_\_ LTD., for \$50,000.00 in favour of THE CREDIT UNION LIMITED, dated June 15, \_\_\_\_\_, on her/his/their home at \_\_\_\_\_ Avenue, Winnipeg, and that at the time my advice was given, she/he/they acknowledged her/his/their signature and she/he/they appeared to fully understand the meaning and the effect of the said Mortgage and Guarantee and appeared to have signed the documents voluntarily.

DATED at the City of Winnipeg, in the Province of Manitoba, this 17<sup>th</sup> day of June, \_ .

\_\_\_\_\_  
Barrister and Solicitor

**Note:** Most institutional lenders will have their own prescribed forms of certificates or letters of Independent Legal Advice. Some often contain the signed acknowledgement of the mortgage/guarantor that he/she/they does/do fully understand the nature and extent of his/her/their obligations and potential liability under the subject documents.

## 5. Sample RDA

[Document follows on next page]



**The Property Registry Application/Demande à l'intention de l'Office d'enregistrement des titres et des instruments**

NAME/INOM BROWN, BROWN+GRAY	ACCOUNT NO./N° DE COMPTE 99804	LTO BOX/BOÎTE DU B.T.F.	FIRM NO./N° DU CABINET 827
ADDRESS/ADRESSE 68 NORTH BLVD	TELEPHONE/TÉLÉPHONE 555-8888	RETURN DOCUMENTS VIA LES DOCUMENTS SERONT :	
WINNIPEG	POSTAL CODE/CODE POSTAL R3X 0P0	FAX/TÉLÉCOPIEUR 555-8080	MAIL/ENVOYÉS PAR COURRIER <input checked="" type="checkbox"/>
CONTACT PERSON/PERSONNE-RESSOURCE ALICE TOEWS	E-MAIL/COURRIEL	Language of choice*/Langue * <input checked="" type="checkbox"/> F <input type="checkbox"/> E	PICK-UP/RAMASSÉS <input type="checkbox"/> FAX/ENVOYÉS PAR TÉLÉC. <input type="checkbox"/>
YOUR CLIENT'S FILE/DOSSIER DE VOTRE CLIENT 69031		<input type="checkbox"/> CASH/COMPANT RECEIPT NUMBER/NUMÉRO DU REÇU	

## Registration Details /Détails sur l'enregistrement

DOCUMENT DOCUMENT	TAX EXEMPT EXEMPTION DE TAXES	REGISTRATION NUMBER N° D'ENREGISTREMENT	AFFECTS TITLE NO. N° DU TITRE VISÉ	AFFECTS INSTRUMENT NO. N° DE L'INSTRUMENT VISÉ	FEES/DROITS
1. TRANSFER			9522705		
2. MORTGAGE (Scota)			ISSUING		
3. MORTGAGE (Jones)			ISSUING		
4.					
5.					
6.					
*Shaded areas for land titles use only/Les parties ombrées sont réservées au B.T.F.*			TOTAL FEES/TOTAL DES DROITS		\$ \$

**Service Request/Demande de services**

• 500 Status of title/*État de titre* • 510 Record of title/*Relevé détaillé de titre* • 530 Record of Instrument/*Relevé détaillé d'instrument* • 610 Copy of Document/*Copie du document*  
• 700 Copy of Plan/*Copie du plan* • 715 Examination of Plan Deposits/*Examen des dépôts concernant un plan* • 840 History of Title/*Antécédents du titre*

CODE	TITLE/TITRE	INSTRUMENT/INSTRUMENT	PLAN NO./N° DE PLAN	DESCRIPTION	FEES/DROITS
Completed By LTO Staff/Demande remplie par le personnel du B.T.F.				TOTAL FEES/TOTAL DES DROITS	\$ \$

## Reasons for Rejection or Comments/Motifs du rejet ou commentaires

**Please resubmit documents with a new application form and return previous application form. Prière de présenter de nouveau les documents, accompagnés du présent exemplaire et d'un nouvel exemplaire de la demande.**

<p>ASSISTANT DISTRICT REGISTRAR OR DOCUMENT EXAMINER/ ASSISTANT AU REGISTRAIRE DE DISTRICT OU RESPONSABLE DE L'EXAMEN DES DOCUMENTS</p>	
<p>DATE/DATE</p>	<p>TELEPHONE NO./N° DE TÉLÉPHONE</p>

The preprinted form of the copy of the title, instrument or other document will be in the language of your choice, however the remainder of the text will be in the language in which the information was presented.\* La partie préimprimée du document, notamment de l'acte ou de l'instrument, sera rédigée dans la langue de votre choix. Toutefois, les renseignements tirés de documents figurant dans nos registres seront reproduits dans la langue de présentation.\*

## **6. Scotia Mortgage – Standard Charge Terms**

[Document follows on next page]

**THE REAL PROPERTY ACT  
STANDARD CHARGE MORTGAGE TERMS**

**Filed by:** SCOTIA MORTGAGE CORPORATION  
**Filing Date:** January 30, 1996  
**Filing Name:** Scotia Mortgage Corporation (Fixed Rate Mortgage)  
**Filing Number:** 1989208

**FIXED RATE MORTGAGE**

The following set of Standard Charge Mortgage Terms shall be deemed to be included in every mortgage in which this set is referred to by its filing name and filing number of registration, as provided in Section 96 of the above Act.

**1. DEFINITIONS**

In this set of standard charge mortgage terms, mortgage means a Mortgage (Form 11.3) in which the set is referred to by its filing number, any schedules attached to it and this set of standard charge terms. **You and your** mean each person who signs the mortgage as mortgagor or covenantor. **We, our and us** mean Scotia Mortgage Corporation, the mortgagee. **Your property** means the land described in box 2, all buildings now or later on it and anything now or later attached or fixed to the buildings or the land, including additions, alterations and improvements. **Principal amount** means the amount specified in box 6. **Loan amount** means the outstanding balance of all amounts (including interest) owing to us from time to time under the mortgage, as amended from time to time.

Any reference to a box in this set of standard charge mortgage terms refers to a box on Form 11.3 (including anything set out in a schedule to Form 11.3 which deals with the subject-matter of that box) and any reference to signing the mortgage means signing Form 11.3 or a schedule to it. References to paragraphs refer to paragraphs of this set of standard charge mortgage terms.

If this is a CMHC insured mortgage, it is made pursuant to the National Housing Act.

**2. WHAT THIS MORTGAGE DOES**

By signing the mortgage you have mortgaged your property to us and our successors and assigns (called our **legal representatives**) as security for repayment of the loan amount and the performance of all of your obligations under the mortgage. This means you have mortgaged your entire interest in your property to us and to anyone to whom the mortgage is transferred in any way.

If you are the owner of a leasehold estate in your property, you grant, assign and mortgage your entire interest in your property (including any option to purchase) to us and our legal representatives and to anyone to whom we transfer that interest for the entire term of the lease, as security for repayment of the loan amount and the performance of all of your other obligations under the mortgage.

**Termination of Mortgage** – Our interest in your property terminates when you have:

- Repaid the loan amount and all interest you may owe us as provided below; and
- Complied with all of your other obligations under the mortgage.

**3. INTEREST**

**A. Interest Rate**

The interest rate payable by you on the loan amount is specified in box 6 (b). Interest is payable monthly and calculated half-yearly not in advance. The first half-yearly calculation of interest after the **interest adjustment date** (which is one month before the date on which your first regular monthly loan payment is due) specified in box 6 (d) shall be for the six month period commencing on that date. That calculation shall be made six months after the interest adjustment date and half-yearly calculations of interest shall continue to be made every six months after that. Interest is payable on the loan amount at this rate both before and after the final payment date as well as both before and after default and judgment, until the loan amount has been paid in full.

**B. Compound Interest**

If on any monthly loan payment date you do not make the payment due on that day, we will charge you interest on any overdue portion of the loan amount (including interest) until paid to us. This is called **compound interest**. Compound interest shall be paid on your monthly loan payment dates. We will also charge interest, at the rate payable on the loan amount, on compound interest that is overdue until paid to us, both before and after the final payment date as well as both before and after default and judgment.

**C. All interest and compound interest is a charge on your property.**

**4. HOW YOU WILL REPAY YOUR LOAN****A. Currency and Place of Payment**

You shall pay the loan amount to us in Canadian dollars. Your regular monthly loan payments and all other payments will be made at the Branch address set out in box 3, or at any other place we may designate, and are payable as follows:

**B. Interest Payable Prior to and on Interest Adjustment Date**

Before your regular monthly loan payments begin you will pay us interest, at the rate payable on the loan amount, on all money we have advanced to you up to the interest adjustment date or, at our option, such interest will be deducted from subsequent advances. Interest will be computed from the date of each advance and will become due and payable in monthly instalments on the first day of the month next following the date of each advance and on the first day of each and every month thereafter. The balance, if any, of interest on such advances (computed by excluding the interest adjustment date from the calculation) shall become due and be paid on the interest adjustment date.

**C. Payments after the Interest Adjustment Date**

The principal amount, together with interest calculated from the interest adjustment date, shall become due and be paid by you in regular **monthly loan payments**.

You will make your regular monthly loan payments to us in equal instalments in the amount specified in box 6(h) beginning on the date specified in box 6(f) and continuing on the **FIRST** day of each and every following month and ending on the date specified in box 6(g). Each date that you are required to make a monthly loan payment is called a **monthly loan payment date**. Each monthly loan payment consists of a portion of the principal amount together with the interest due and payable on the monthly loan payment date.

You will pay the balance of the principal amount, together with all interest due and payable on it, on the date specified in box 6(i) (which is the same as the date specified in box 6(g) and is called the **last payment date**).

The principal amount is stated in box 6(a) and interest is payable on it at the same rate and calculated in the same manner as interest is payable on the loan amount.

**D. Application of Monthly Loan Payments**

Each monthly loan payment will be used: **first**, to pay interest due and payable and **next**, to reduce the principal amount.

**E. Prepayments**

You may prepay the principal amount only in accordance with the prepayment provisions, if any, set out in a schedule attached to Form 11.3.

**F. Early Payment on Sale or Mortgage**

We may require you to pay all the money that you owe us under the mortgage immediately if you sell, transfer, mortgage or charge your property. This provision does not apply to a sale, transfer, mortgage or charge to which we have given our prior written consent.

**5. YOUR TITLE TO YOUR PROPERTY****A. As Owner of An Estate In Fee Simple In Your Property, you certify that:**

- (i) You are the lawful owner of your property;
- (ii) You have the right to give us the mortgage;
- (iii) There are no encumbrances on the title to your property except as disclosed in the MEMORANDUM OF ENCUMBRANCES, LIENS AND INTERESTS; and
- (iv) There are no limitations or restrictions on your title to your property except building by-laws, zoning regulations and registered restrictions.

This paragraph A applies unless you have advised us in writing that you are a tenant of your property under a lease, in which case paragraph B applies.

**B. If You Are Owner of a Leasehold Estate in Your Property,**

- (i) You certify that:
  - (a) The property is leased to you and your legal or personal representatives under a lease, a copy of which you have provided to us;
  - (b) The lease is a binding and existing lease and all information you have provided to us concerning it is true;
  - (c) All rents payable under the lease have been paid to the date you sign the mortgage;
  - (d) You have permission or the right to assign and mortgage or charge the lease; and

(e) Except as expressed in the lease, there are no limitations, restrictions or encumbrances on your interest under the lease other than building by-laws, zoning regulations and registered restrictions.

**(ii) You promise:**

- (a) To pay the rent as it falls due;
- (b) To comply with all of the other terms of the lease and not to do anything that would cause the lease to be terminated;
- (c) Not to surrender the lease;
- (d) Not to make any change in the lease without first obtaining our written consent;
- (e) To give us a true copy of any notice or request you receive concerning the lease; and
- (f) To notify us immediately if your landlord advises you of early termination or takes any steps to effect early termination of the lease.

**C. You will not do anything that will interfere with our interest in your property.**

**D. In order to ensure that your entire interest in your property is mortgaged to us you will sign any other documents or do anything further that we think is necessary.**

**6. USE OF YOUR PROPERTY**

You will not make any additions, alterations or improvements to your property or use your property for any business purposes without our prior written consent.

You may continue to remain in possession of your property. However, if you default for one month in any of your obligations to us under the mortgage, we have the right to take immediate possession.

**7. WE ARE UNDER NO OBLIGATION TO MAKE ADVANCES TO YOU UNDER THE MORTGAGE**

If we decide, for any reason, that we do not wish to advance the entire principal amount or any part of it to you then we do not have to do so, even though the mortgage is prepared, signed or registered, and whether or not any part of the principal amount has already been advanced. However, by signing the mortgage you mortgage all of your interest in your property to us. You will reimburse us, on demand, for all our expenses of investigating the title to your property and preparing and registering the mortgage.

Until we are reimbursed for our expenses they shall be a charge against your property and they will be added to the loan amount. If you do not pay our expenses, the terms for Enforcing our rights shall apply.

**8. TAXES**

A. You will make monthly tax payments to us on account of property taxes on each monthly loan payment. The amount of each monthly tax payment will be 1/12th of our estimate of a year's taxes on your property next becoming due and payable and may change from time to time to reflect changes in the annual taxes on your property. The monthly tax payments should enable us to pay all property taxes on or before their annual due date. Or, if your property taxes are payable in instalments, the monthly payments should enable us to pay the full year's instalments of property taxes on or before the date on which the first instalment is due.

B. If, however, the annual due date or the first instalment date for the payment of your property taxes is less than one year from the interest adjustment date, you will pay us equal monthly tax payments during that period and during the next 12 months. These equal monthly tax payments will be based on our estimate of the total taxes payable for both periods so that we will receive enough money from you to pay all taxes for both of those periods.

C. You will also pay us, on demand, any amount by which the actual taxes on your property exceed our estimate of your taxes. Or, at our option, we may increase the monthly payment to cover this amount.

D. We will pay your taxes from the monthly payment we receive from you as long as you are not in default under the mortgage. We are not obliged to make tax payments on the dates they are due or more often than once a year. If you have not paid us enough for taxes, we may still pay the taxes. This will create a debit balance in your tax account. Any debit balance is immediately payable by you. Until paid, any debit balance will be added to the loan amount and will be a charge against your property. We are under no obligation to advise you that a debit balance has been created.

E. We will pay you interest on any credit balance in your tax account. The interest we pay will not be less than that paid by The Bank of Nova Scotia on savings-chequing accounts with the same credit balance. We will charge you interest on the debit balance in your tax account at the interest rate payable on the loan amount until the debit balance is paid to us in full.

F. If you fail to pay us any amount when it is due, we may apply the money in your tax account towards payment of such amount.

G. We can deduct from the total final advance of the principal amount enough money to pay all taxes due on or before the interest adjustment date and which have not been paid on the date the final advance is made.

H. You will immediately send us all assessment notices, tax bills or tax notices which you receive.

**9. PAYMENTS WE CAN MAKE**

We can pay off any liens, claims or encumbrances against your property which we consider to have priority over the mortgage. We can also pay all our expenses of collecting any payments not received from you when due. You must immediately reimburse us at our request for the payment of all liens, claims or encumbrances against your property and our expenses all of which have been paid by us. Until paid, the payments will all be added to the loan amount and will be a charge against your property. Interest is payable by you on the payments made by us at the interest rate payable on the loan amount until they are paid to us in full. We may also exercise our right to collect the payments from you together with interest due and payable, under Enforcing our rights.

If we pay off any liens, claims or encumbrances against your property, we will be entitled to all the rights, equities and securities of the person, company, corporation or Government so paid off.

**10. TRANSFER OF LEASES AND RENTS.**

A. If you have leased or, at a later date, lease all or part of your property to another person or persons, then, upon our written request, you will transfer and assign to us:

- (i) All leases, lease agreements and their renewals;
- (ii) All rents and other money payable under the terms of all leases and agreements. However, we may allow you to receive the rents so long as there is no default by you in making your payments to us or in complying with your other obligations to us under the mortgage; and
- (iii) All rights under the leases and agreements as they affect your property.

B. In addition, you confirm that:

- (i) You must obtain our prior written consent for any future leases of your property or for the renewal of any lease (other than a renewal provided for in any lease);
- (ii) Nothing we do under this paragraph 10 shall put us in possession of your property;
- (iii) However, if you default under the mortgage, we have the right to take possession of your property in accordance with law; and
- (iv) We are not obliged to collect any rent or other income from your property nor to comply with any term of any lease or agreement.

**11. INSURANCE**

You will without delay insure, and keep insured, in our favour and until the mortgage is discharged, all buildings covered by the mortgage (including those which will be built in the future both during construction and afterwards) against loss or damage by fire and other perils usually covered in fire insurance policies and against any other perils we request. Such insurance must be provided by a company approved by us for the replacement cost of the buildings (the maximum amount for which the buildings can be insured) in Canadian dollars. Your policy must be in form satisfactory to us and must include extended perils coverage and a mortgage clause stating that loss is payable to us. You shall, at our request, transfer to us all insurance policies and receipts you have on the buildings and any proceeds you have on the buildings and any proceeds from that insurance.

If you do not:

- Maintain insurance on the buildings that, in our opinion, complies with this paragraph;
- Deliver a copy of any insurance policy or receipt to us at our request; or
- Provide us with evidence, at our request, of any renewal or replacement of the insurance, at least fifteen full days before your insurance expires or is terminated,

we can, but are not obliged to, insure any of the buildings. What we pay for this insurance shall be added to the amount you owe under this mortgage and shall bear interest at the mortgage interest rate. You will pay this amount with your next monthly payment. If any loss or damage occurs, you will provide us immediately, at your expense, with all necessary proofs of claim. You will also do all necessary acts to enable us to obtain payment of insurance proceeds.

The production of this mortgage will be sufficient authority for an insurance company to pay us any loss related to the insurance policy or to accept instructions from us dealing with the loss.

Insurance proceeds may, in whole or in part, at our option, be:

- (a) Applied to rebuild or repair the damaged buildings;
- (b) Paid to you;
- (c) Paid to any other person who owns or did own the property, as established by the registered title; or
- (d) Applied, at our sole discretion, to reduce any part of the loan amount, whether due or not yet due.

This paragraph 11 does not apply (and paragraph 211 does apply) if your property is a condominium unit.

**12. KEEPING YOUR PROPERTY IN GOOD CONDITION**

You shall keep your property in good condition and make any repairs needed. You shall not do anything, or let anyone else do anything, that lowers the value of your property. We can inspect your property at any reasonable time. If, in our opinion, you:

- Do not keep your property in good condition; or
- Do or allow anything to be done that lowers the value of your property;

we can make any repairs we think are advisable. The costs of any inspections and any needed repairs we make are immediately payable by you. Until paid the costs will be added to the loan amount and will be a charge against your property. Interest is payable by you on these costs at the interest rate payable on the loan amount until the costs are paid to us in full.

**13. ENVIRONMENTAL PROVISIONS**

We (including, in this section, the Canada Mortgage and Housing Corporation if this is a CMHC-insured mortgage) may inspect your property and the buildings on it when we consider it appropriate. We may do this for any purpose but particularly to conduct environmental testing, site assessments, investigations or studies which we consider necessary. The costs of any testing, assessment or study will be payable by you and you will pay us the costs immediately after we give you notice of them. If you do not pay us when we request it, we can add the amounts to the outstanding balance under your mortgage and they will bear interest at your mortgage interest rate. If we do the things permitted under this section, we will not be considered to be in control of your property.

**14. REPAYMENT OF LOAN AMOUNT ACCELERATED**

The loan amount will become payable immediately, at our option, if:

- (a) You default in paying any regular monthly loan payment, or any other payment you are obliged to make to us under the mortgage.
- (b) You fail to comply with any of your other obligations under the mortgage.
- (c) Any lien is registered against your property or we receive written notice of any lien that is created as a result of unpaid property taxes, unpaid condominium maintenance fees, judgments or construction liens or other similar encumbrances.

- (d) Your property is abandoned.
- (e) Any buildings being erected or additions, alterations or improvements done on your property remain unfinished without work being done on them for 30 consecutive days.
- (f) You do or allow anything to be done to lessen the value of your property.

**15. APPOINTING A RECEIVER TO RECEIVE INCOME**

If you default in making any regular monthly loan payment or any other payment which you have agreed to make to us, or in complying with any of your obligations under the mortgage, we can, in writing, appoint a receiver (which includes a receiver and manager) to collect any income from your property. We can also, in writing, appoint a new receiver in place of any receiver appointed by us. The receiver is considered to be your agent and not ours and his defaults are considered to be solely your defaults.

**The receiver has the right:**

- Use any legal remedy (taken in your name or our name) to collect the income from your property.
- Take possession of your property or part of it; and
- Manage your property and maintain it in good condition.

**From the income collected the receiver may:**

- (a) Retain a commission of 5% of the total money received or any higher rate permitted by a judge or other authorized officer.
- (b) Retain enough money to pay disbursements spent on collecting the income.

(c) Pay all taxes, fire insurance premiums, expenses of keeping your property in good condition, interest on those payments and all other charges that have priority over the mortgage and interest on those charges.

(d) Pay us all interest that is due and payable under the mortgage and then pay us all or part of any other amount payable under the mortgage, whether it is due or not.

Nothing done by the receiver puts us in possession of your property nor makes us accountable for any money except for money actually received by us.

**16. ENFORCING OUR RIGHTS**

**A. If you default in making your regular monthly loan payments or any other payments that you are obliged to make to us under the terms of the mortgage we may enforce any one or more of the following remedies in any order:**

- (i) **Sue you** - We may take such action as is necessary to collect the unpaid balance of the loan amount and our expenses.
- (ii) **Take possession of or lease your property** - If you default in making any payment for one month, we can take possession of your property and lease it on such terms and for whatever period we may decide upon to any maximum period allowed by law.
- (iii) **Power of sale** - If you default in making any payment for one month, we can on one month's notice given in the manner required by law apply to a district land titles registrar for an order permitting us to sell all or part of your property.
- (iv) **Foreclose upon your property** - If you default in making any payment for six months, we may, after taking the steps required by law to sell your property, apply to foreclose your property. If we obtain a final order of foreclosure, your property will by law become our property.
- (v) **Other** - We may take any other remedies available to us under Manitoba law.

We will use the net proceeds of the sale or lease after paying all our expenses concerning the taking, recovering or keeping possession of or the sale or lease of your property, to pay ourselves the loan amount. Any balance remaining after our claim and any other claims have been satisfied will be paid to you. If the amount we receive from the sale or lease of your property is less than what you owe us plus our expenses, you must pay us the difference.

You agree not to make any claim concerning the sale or lease of your property against anyone who buys or leases it from us, or anyone who buys or leases it after that time.

**B. Default on your obligations including default in payment**

- If you default in any obligation included under the mortgage, we can enforce our above rights and we can enter on your property at any time, without the permission of any person, and make all essential arrangements that we consider necessary to:

- Inspect, lease, collect rents or manage your property; or
- Repair or put in order any building on your property; or
- Complete the construction of any building on your property.

We can also take whatever action is necessary to take possession, recover and keep possession of your property.

**C. Our expenses** - You will immediately pay all our expenses of enforcing our rights. Our expenses include our costs of taking or keeping possession of your property, an allowance for the time and services of our and/or The Bank of Nova Scotia's employees utilized in doing so, our legal fees on a solicitor and own client basis and all other costs related to protecting our interest under this mortgage. All our expenses are immediately payable by you. Until paid our expenses will be added to the loan amount and will be a charge against your property. Interest is payable by you on the payments made by us at the interest rate payable on the loan amount until our expenses are paid to us in full. These expenses can be deducted from the net proceeds of any sale or lease of your property. If the net proceeds from the sale or lease do not cover our expenses, you must pay us the difference immediately.

**D. Sale of goods (Commercial mortgage only)** - If you fail to:

- Make any payments to us when they are due; or
- Make any other payments that you are obliged to make to us under the mortgage;

we can distrain against your goods. This means we can take any goods on your property and sell them as permitted by Manitoba law. The net proceeds from the sale will be applied to reduce the loan amount. Taking this action does not put us in possession of your property nor make us accountable for any money except the money we actually receive.

**E. Judgments** - If we obtain a court judgment against you for your failure to comply with any of your obligations to us under the mortgage, the judgment will not result in a merger of the terms of the judgment with our other remedies or rights to enforce your other obligations under this mortgage. We continue to be entitled to receive interest on the loan amount at the rate charged on the loan amount and at the same times as provided for in the mortgage. The rate of interest payable on any judgment until it has been paid in full shall be calculated and payable in the same way as interest is calculated under this mortgage and at the same interest rate paid on the loan amount until the judgment has been paid in full.

**17. DELAY IN ENFORCEMENT OF OUR RIGHTS**

No delay or extension of time granted by us to you or any other person in exercising the enforcement of any of our rights under the mortgage nor any agreement referred to in paragraph 20 shall affect our rights to:

- (a) Receive all payments you are obliged to make to us, when they are due and payable.
- (b) Demand that you repay the loan amount and all interest which is due and payable, on any default by you.
- (c) Have you comply with all of your obligations to us under the mortgage.
- (d) Have any other person comply with the obligations that person has to us under the mortgage.

**18. BUILDING MORTGAGE TERMS**

If you are having any buildings or improvements constructed on your property you will have them constructed only according to plans and specifications approved in writing by us in advance. You must complete all such buildings or improvements as quickly as possible. We will make advances (part payments of the principal amount) to you based on the progress of the construction, until either completion and occupation or sale of your property. We will determine whether or not any advances will be made and when they will be made.

**Interest on advances under a building mortgage** – We shall require you to pay us interest at the rate payable on the loan amount on each advance of the principal amount which we make to you, from time to time. Interest will be computed from the date of each advance. It will be deducted from subsequent advances or it will be payable in monthly instalments due on the FIRST day of each month. The first monthly instalment of interest will be payable in the month following the month in which the first advance is made. Interest on all subsequent advances will be payable in the same way. Interest on all advances is due and must be paid to us up to the interest adjustment date.

**19. RELEASING YOUR PROPERTY FROM THE MORTGAGE**

We may establish the terms for releasing our interest in all or part of your property (that is, we may discharge, or partially discharge, your property) from the mortgage whether we receive value for our release or not. If we release part of your property from the mortgage at any time, the rest of your property will continue to secure the loan amount. We are only accountable for money actually received by us.

If your property is subdivided before our interest in your property comes to an end, the mortgage will be secured by each part into which your property is subdivided. This means that each part will secure repayment of the total amount you owe us, even if we release another part of your property from the mortgage.

If any part of the property, or any land adjoining the property, is taken by the exercise of any power of expropriation or similar power, the entire compensation which you may be entitled to receive shall, at our option, be applied to reduce the balance of the mortgage including any penalty, fee or interest to which we have a right under this mortgage or the relevant legislation.

We can release you, any guarantor, or any other person from performing any obligation contained in the mortgage or any other security document, without releasing any part of your property secured by the mortgage or any other security, and any such release shall not release any other person from the obligations in the mortgage.

**20. RENEWING OR OTHERWISE AMENDING THE MORTGAGE**

We may from time to time enter into one or more written agreements with you (or with any one to whom your property is transferred) to amend the mortgage by extending the time for payment, renewing it or its term for further periods of time, changing the interest rate payable under the mortgage or otherwise altering the provisions of the mortgage. Whether or not there are any encumbrances on your property in addition to the mortgage at the time the agreement is entered into, it will not be necessary to register the agreement on title in order to retain priority for the mortgage, as amended, over any instrument registered after the mortgage. Any reference in this set of standard charge mortgage terms to the mortgage means the mortgage as amended by any such agreement or agreements.



## 21. CONDOMINIUM PROVISIONS

If your property is a condominium unit, you are also to comply with the provisions in this paragraph 21 in addition to all of the other provisions of the mortgage (except paragraph 11).

In this paragraph 21, The Condominium Act as amended or reenacted is called the Act. Expressions used below which are the same as those in the Act have the same meaning as those in the Act, except that the expression condominium property has the same meaning as the word "property" in the Act.

A. You will comply with all of the obligations contained in the mortgage, except as they may be modified by the Act, the by-laws and rules of the condominium corporation (the corporation) concerning your property and by the provisions contained in this paragraph.

B. You will comply with the Act, the Condominium Declaration and the by-laws and rules of the corporation.

C. You will provide us with proof of your compliance from time to time as we may request.

D. You will pay the common expenses for your property to the corporation on the due dates. Or, if we exercise our right to collect your contribution towards the common expenses from you, you will pay the same to us upon being so notified. We can accept a statement which appears to be issued by the corporation as conclusive evidence for the purpose of establishing the amounts of the common expenses and the dates those amounts are due.

E. You will forward to us any notices, assessments, by-laws, rules and financial statements of the corporation.

F. You will provide us, on request, with any documents and information that you receive from the corporation or are entitled to receive.

G. You will maintain all improvements made to your unit and repair them after damage.

H. You will not do or let anyone else do anything that lowers the value of your property.

I. **Insurance** - In addition to the insurance which the corporation must obtain, you must:

(i) Insure all improvements which you or previous owners have made to your unit;

(ii) Obtain insurance for those additional risks that we require;

(iii) Insure your common or other interest in buildings (whether presently existing or built in the future, both during construction and afterwards) which are part of the condominium property or assets of the corporation if the corporation fails to insure the buildings as required or if we require you to do so;

(iv) Assign your insurance policies to us and (as far as permitted by law) your interest in the policies held by the corporation;

(v) Provide us with proof that the required insurance is in force, as well as evidence of any renewal or replacement of the insurance, within fifteen days before the insurance expires or is terminated;

(vi) Do all that is necessary to collect insurance proceeds. Each of your insurance policies (and those of the corporation) must comply with the following:

- Your property must be covered against destruction or damage by fire and other perils usually covered in fire insurance policies for the replacement cost (maximum amount for which it can be insured) in Canadian dollars;

- We may stipulate the risks and perils which must be covered and what amounts you must insure for;

- We may approve the insurance company; and

- We may say what terms the policy must contain.

With respect to the corporation's insurance, we have the right to have the insurance proceeds used, as permitted by law, to repair or rebuild the buildings or to repay the loan amount in full or in part or both.

If you fail to insure your property as required in this paragraph, you authorize us to obtain insurance which you, on behalf of the condominium corporation and yourself, are required to obtain. But, we are under no obligation to obtain any insurance. You will seek to ensure the full compliance by the condominium corporation with its duties and obligations under the Condominium Act and the Declaration and By-Laws of the Condominium Corporation.

J. **You must pay certain other Expenses** - In addition to our other rights and remedies contained in the mortgage you will pay to us on demand, all our expenses in relation to:

- Any by-law, resolution, rule or other matter (other than one for which only a vote of the majority present at the meeting is required);

- The enforcement of our right to have the corporation or any owner comply with the Act, the Condominium Declaration and the by-laws and rules; and

- Our exercising any voting rights we may have.

Where our expenses relate to other units as well as to your property, the amount you are required to pay will be the expenses related to your property as we determine. All our expenses are immediately payable by you. Until paid our expenses will be added to the loan amount and will be a charge against your property. Interest is payable by you on our expenses at the interest rate payable on the loan amount until our expenses are paid in full to us.

K. **Voting Rights** - You irrevocably authorize us to exercise your rights under the Act to vote, consent and dissent. You also irrevocably authorize us to exercise your right to receive your share of the corporation's assets and the proceeds from the sale of your unit and common interest or of the condominium property or any part of the common elements.

If we do not exercise your rights, you may do so. But you will do so according to any instructions we may give you. Before making a demand or election you must obtain our prior written approval. You must do this even if we do not have the right as between ourselves and the corporation, and even if we had previously arranged for you to exercise that right.

Nothing done under this paragraph 21 puts us in possession of your property. We are not liable for any action we may take in doing what you have authorized us to do or for any failure to act. We may at any time revoke any arrangement we make for you to do anything you have authorized us to do.

L. **Our Additional Rights under the Mortgage** - You authorize us to do the following:

(i) Inspect your property at any reasonable time.

(ii) Do any needed maintenance or repairs after damage.

(iii) Inspect the corporation's records.

(iv) Remedy any failure of yours to comply with the Act, the Condominium Declaration or the by-laws and rules of the corporation.

M. **Repayment of your Mortgage may be Accelerated** - The loan amount to which we are entitled becomes immediately payable, at our option, if:

(i) The corporation fails to comply with the Act, the Condominium Declaration and the by-laws and rules of the corporation;

(ii) The corporation fails to:

- insure all the condominium units and common elements according to law and according to any additional requirements of ours;

- insure its assets if we so require and according to our requirements;

- provide us with proof that the insurance is in force, if we ask for it, or

- do all that is necessary to collect insurance proceeds;

(iii) The corporation does not in our opinion manage the condominium property and assets in a careful way;

(iv) The corporation fails to keep the corporation's assets in good repair and working order;

(v) The corporation makes any substantial modification to the common elements or the corporation's assets without our approval;

(vi) There has been substantial damage and the owners have voted for termination of the condominium;

(vii) A sale of the condominium property or any part of the common elements is authorized;

(viii) A court makes an order that the government of the condominium property by the Act be terminated;

(ix) The condominium property ceases to be governed by the Act;

(x) You fail to comply with your obligations in this paragraph 21.

Our rights will not be affected by the fact that we voted for or consented to the above termination, sale or order or to the condominium property not being governed by the Act.

N. **What we can do on Termination of the Corporation** - If your property ceases to be governed by the Act:

- All the terms of the mortgage apply to your interest in your property;

- You authorize us to agree with anyone to a partition of the condominium property. We can also pay or receive money to ensure that the partition is equal. And, we can execute all documents and do all acts needed to carry out the partition;

- Any money received by us (after payment of all our expenses) will be applied to reduce your loan amount.

**22. DISCHARGE**

When our interest in your property comes to an end, we will prepare for you a full release of our claim which is called a Discharge of Mortgage (the **Discharge**) or, if requested by you, an assignment of the mortgage. You will give us a reasonable time in which to prepare and sign either the Discharge or the assignment. You will pay our usual administrative fee for preparing, reviewing or signing either document and all legal and other expenses we incur in so doing. You will be responsible for registering and for the costs of registering any Discharge or assignment.

**23. HEADINGS**

Headings form no part of the mortgage. They are used so that parts of the mortgage can easily be referred to.

**24. WHO IS BOUND BY THE MORTGAGE**

You agree to observe and be bound by all of the terms and obligations contained in the mortgage. The mortgage will also be binding on your heirs, legal and personal representatives, successors or assigns, our successors, assigns or legal representatives and anyone else to whom your property is transferred. As well, the mortgage will be binding on anyone to whom it is transferred by us. All persons who sign the mortgage as mortgagors and covenantors are collectively and individually (that is, jointly and severally) bound to comply with all obligations under the mortgage.

**25. STATEMENT**

THE MORTGAGE ACT PROVIDES THAT YOU CAN OBTAIN FROM US, FREE OF CHARGE, A STATEMENT OF THE DEBTS SECURED BY THE MORTGAGE ONCE EVERY TWELVE MONTHS, OR AS NEEDED FOR PAYOFF OR SALE.

**26. GUARANTEE**

In this paragraph 26, **guarantor** means each person who signs the mortgage as covenantor. **Mortgagor** means the person or persons who sign the mortgage as mortgagor and **property** means the property charged by the mortgage.

In return for us making a loan to the mortgagor, the guarantor, by signing the mortgage, guarantees the mortgagor's payments (including interest, whether or not the interest rate is changed), and compliance with the mortgagor's other obligations, under the mortgage. Each guarantor agrees that, if the mortgagor defaults in making any payment or in performing any other obligation under the mortgage, the guarantor will pay us all of the unpaid payments and comply with all of the obligations which have not been complied with by the mortgagor. Each guarantor will be collectively and individually (that is, jointly and severally) responsible with the mortgagor and with one another (if more than one) for all obligations under the mortgage.

It is understood that we can without lessening the guarantor's liability and without obtaining the consent of or giving notice to the guarantor:

- Grant any extensions of time for payment and extensions of the term of the mortgage, including any renewals of the mortgage or its term for further periods of time;
- Increase the rate of interest payable under the mortgage, either during the initial term or in any subsequent renewal period;
- Release the whole or any part of the property from the mortgage or any other security;
- Otherwise deal with the mortgagor, any other person (including any guarantor), any security (including the mortgage) or the property, including releasing, realizing on or replacing any security we may hold;
- Waive any provision of the mortgage or change any of the terms of the mortgage at any time during the initial term of the mortgage or in any subsequent renewal period;

either before or after requiring payment from any person without affecting the guarantee. We may require payment from any guarantor without first trying to collect from the mortgagor or any other person (including any guarantor) or on any security (including the mortgage). Each guarantor's obligations shall be binding upon the guarantor's successors or personal representatives.

## 7. Sample Mortgage Clauses

### **I. SAMPLE PAYMENT CLAUSES**

#### **(a) DEMAND MORTGAGE, PAYMENTS OF INTEREST ONLY.**

Firstly: That I will pay to the Mortgagee the above sum of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS which shall become due and payable on demand by the Mortgagee.

Secondly: That I will pay in like money to the mortgagee interest on the said sum or on so much thereof as shall from time to time remain unpaid, as well after as before maturity, at the rate of 12% per annum, calculated and payable monthly on the first day of each and every month computed from the date of advance, the first payment of such interest to become due and be paid on the 1st day of January, 20\_\_.

#### **(b) PAYMENTS OF INTEREST ONLY, FLOATING RATE.**

Firstly: That I will pay to the Mortgagee the above sum of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS in lawful money of Canada at Winnipeg, Manitoba, as follows: The said sum of ONE HUNDRED TWENTY THOUSAND (\$120,000.00) DOLLARS shall become due and payable on the 1st day of January, 20\_\_.

Secondly: That I will pay in like money to the mortgagee interest on the said sum or on so much thereof as shall from time to time remain unpaid, as well after as before maturity, at the rate of interest equal to 2 Percentage points per annum above the Royal Bank of Canada Prime Commercial Lending Rate, calculated and payable monthly, computed from the date of advance, and adjusted in accordance with changes in said prime lending rate, the first payment of such interest to become due and be paid on the 1st day of January, and the first regular monthly payment to be made on the 1st day of February, 20\_\_. The initial rate of interest chargeable thereunder as of December 1, 20\_\_ is 8% per annum.

**(c) FIXED PAYMENT, FLOATING RATE**

That I will pay to the Mortgagee the above sum of FIVE HUNDRED AND NINETY-EIGHT THOUSAND EIGHT HUNDRED AND SIXTY (\$598,860.00) DOLLARS in lawful money of Canada together with interest thereon, or on so much thereof as shall from time to time remain unpaid, computed from February 1, 20\_\_, and calculated at a rate equivalent to two percentage points above the commercial prime rate of interest being charged by the Bank of Montreal, Main Branch, Winnipeg, Manitoba, from time to time, adjusted on the last day of each month, by equal consecutive monthly installments of SIX THOUSAND FOUR HUNDRED (\$6,400.00) DOLLARS each, payable on the first day of each and every month commencing the first day of April, 20\_\_ and continuing until the first day of July, 20\_\_ with the full balance then owing for principal and interest to become due and payable on the 1st day of August, 20\_\_; the said monthly installments to be applied firstly in payment of interest, calculated as aforesaid and secondly in reduction of principal.

## **II. PREPAYMENT PRIVILEGE**

**(a) FULL PREPAYMENT**

It is understood and agreed that the Mortgagor shall have the privilege of paying off the whole or any part of the monies hereby secured, at any time, without notice or bonus.

**(b) FULL PREPAYMENT ON 1ST DAY OF MONTH**

It is understood and agreed that the Mortgagor may prepay on the first day of any month hereafter, any part or all of the mortgage monies secured hereunder without notice or bonus, and any payments so made are to apply on the last monies due and owing on the mortgage herein.

**(c) FULL PREPAYMENT PROVIDED NO DEFAULT**

Provided that there is no default in any of the terms of the within mortgage on the part of the Mortgagor, the Mortgagor shall have the privilege of prepaying the whole or any part of the monies secured hereunder at any time without notice or bonus. When prepayment is in part only, it shall be applied as of the date of payment in satisfaction of the last monies due and owing under the said Mortgage.

**(d) PRIVILEGE OF ADDITIONAL PAYMENT - NO BONUS**

Provided that there is no default in any of the terms of the within mortgage on the part of the Mortgagor, the Mortgagor shall have the privilege of paying an additional sum of up to TWO HUNDRED & FIFTY (\$250.00) DOLLARS, on the first day of any month, during the currency hereof.

**(e) PAYMENT IN FULL WITH BONUS**

It is hereby understood and agreed that the Mortgagor shall have the privilege of paying the whole balance then due and owing hereunder on the first day of any month during the currency hereof upon payment by way of bonus of three months interest on the amount of any such additional payment.

**(f) YEARLY ADDITIONAL PAYMENT - NON-CUMULATIVE**

Provided that there is no default in any of the terms of the within mortgage on the part of the Mortgagor, the Mortgagor shall have the privilege of paying on the anniversary date hereof, in each year during the currency hereof, a sum not exceeding Ten (10%) per cent of the original sum secured hereunder. This privilege is to be non-cumulative.

**(g) LIMITED PART PREPAYMENT ON PAYMENT DATE**

And provided there be no default hereunder the Mortgagors shall have the privilege of paying on any date or dates hereinbefore provided for the payment of an installment of principal hereunder any additional sum or sums not exceeding the sum of \$                      on account of the principal sum secured hereby.

**(h) PART PREPAYMENT - ANNUAL LIMIT**

And provided there be no default hereunder the Mortgagors shall have the privilege of paying on any date or dates hereinbefore provided for the payment of an installment of principal and interest hereunder an additional amount on account of the principal sum hereby secured at any time without notice or bonus, provided that the aggregate of such additional payments shall not exceed the sum of \$                      in any period of twelve months calculated from the date of the first installment of principal and interest payments hereunder.

**(i) FULL PREPAYMENT AFTER A CERTAIN DATE**

And provided there be no default hereunder the Mortgagors shall have the privilege at any time after the       day of                      20\_\_ of paying the whole of the principal sum outstanding at the time of such payment, without notice or bonus, upon paying interest to the date of such payment.

**III. PAYABLE ON SALE**

**(a) MORTGAGE DISCRETION**

It is understood and agreed that should the said lands or any part thereof be sold or conveyed by the Mortgagor, either voluntarily or by operation of law, then and in that event, all sums secured hereby shall, at the option of the Mortgagee, immediately become due and payable.

**(b) UNLESS MORTGAGEE APPROVES PURCHASER**

It is further understood and agreed that in the event of a sale or transfer of the within described land, the balance of the principal money and interest then owing hereunder, shall at the option of the Mortgagee, immediately become due and payable, unless the Mortgagee, in its sole discretion, waives, in writing, the effect of this provision in regard to such sale or transfer or approves in writing the assumption of this mortgage by the purchaser or transferee in either of which events this provision shall apply to a subsequent sale or transfer.

**(c) SALE CLAUSE - WITH BONUS**

It is understood and agreed that should the said lands, or any part thereof be sold or conveyed by the Mortgagor, prior to maturity of this mortgage, either voluntarily, or by operation of law, then all sums secured hereby together with a bonus of One (1) month's interest shall, at the option of the Mortgagee, become immediately due and payable.

**(d) SALE/FURTHER MORTGAGING**

And I further agree with the Mortgagee in the event of sale or transfer of the within described lands, or any part thereof, either voluntarily, or by operation of law, or in the event that the Mortgagor further mortgages the within described lands, the balance of principal money and interest then owing hereunder, shall, at the option of the Mortgagee, immediately become due and payable as of the date of such sale, transfer or further mortgaging, and

when paid, shall be applied on account of the balance or payments last falling due hereunder.

**(e) CHANGE OF CONTROL**

Notwithstanding anything to the contrary herein contained, the monies secured by this Mortgage shall be due and payable at the option of the Mortgagee and this Mortgage shall become enforceable if the Mortgagor reorganizes, amalgamates or amends its Articles of Incorporation or undergoes any change in effective control of its shareholdings either by transfer, redemption or purchase for cancellation of any or all of the capital stock of the Mortgagor without the prior written consent of the Mortgagee, which consent will not unreasonably be withheld.

**IV. COVENANT CLAUSE**

IN CONSIDERATION of the advance to the Mortgagor of the monies hereby secured, I, the above named covenantor, for myself, my heirs, executors, administrators, and assigns do hereby covenant, promise and agree to and with the said Mortgagee, its successors and assigns that I will pay or cause to be paid the principal money and interest hereby secured, on the days, at the times, and in the manner hereinbefore provided for the payment of the same, and that I will observe and keep all the covenants and provisos on the part of the Mortgagor herein contained. And the said Mortgagee may without my consent, extend the time for payments or release or deal with the property hereby secured or with the Mortgagor as in its absolute discretion it may see fit but nevertheless this covenant shall remain in full force until all monies payable under this mortgage are fully paid and satisfied.

**V. JOINT ACCOUNT CLAUSE**

and (the "mortgagee") who and the survivor of whom and whose heirs, executors, administrators and assigns of such survivor are hereinafter included in the expression, "the Mortgagee", the receipt of which sum I do hereby acknowledge, covenant with the Mortgagee.

The Mortgage monies herein have been advanced from a joint account. The receipt of the surviving Mortgagee or his/her/their executors, administrators or assigns, shall be a good and sufficient discharge of this mortgage, although notwithstanding that the executors or administrators of the deceased Mortgagee shall die, these presents and all estate, security or lien hereby created and all covenants, benefits, powers and advantages herein contained, shall vest in and be exercisable and enforceable by the surviving Mortgagee as if these presents had been originally made to such survivor.

## **VI. DIVISION OF PROCEEDS**

The Mortgagees agree to share the proceeds of this mortgage in the following proportions:  
ab. - 75%; cd. - 25%.

## **VII. REVOLVING ACCOUNT CLAUSE**

THIS Memorandum of Mortgage is declared to be collateral to the Mortgagors' indebtedness secured by that certain Promissory Note made the \_\_\_\_\_ day of March, 20\_\_, in the principal amount of TWENTY THOUSAND (\$20,000.00) DOLLARS, made by the Mortgagor as Payer in favour of the Mortgagee. This mortgage and the said note are given to secure a revolving line of credit granted by the Mortgagee to the Mortgagor and secure all indebtedness from time to time thereunder. The Mortgagee may, from time to time, extend the time for payment of such indebtedness, and may take bills or notes to cover such indebtedness or any part thereof, may from time to time renew such bills and notes, so that the time for payment of any such indebtedness is extended beyond the times mentioned in this proviso without affecting the liability of the Mortgagor hereunder or the security hereby given, and nothing but the actual payment and satisfaction of the final indebtedness under the revolving line of credit shall discharge the Mortgagor of this Memorandum of Mortgage.

## **VIII. SECOND MORTGAGE CLAUSE**

- (a) If default be made by the Mortgagor in the payment of any installment of principal and/or interest under any mortgage to which this mortgage is subject, then, the monies hereby secured shall forthwith become due and payable and all the powers conferred by this mortgage shall become exercisable, and the powers of sale herein may be exercised forthwith.
- (b) It is understood and agreed that if any payment shall be made by the Mortgagee herein of any mortgage payments or costs incurred, by virtue of default by the Mortgagor under any mortgage having precedence over this mortgage, it shall be deemed that such payment shall have been made by the Mortgagee on behalf of the Mortgagor herein and all monies so expended by the Mortgagee shall be repayable to it by the Mortgagor and in the meantime and until paid, the amount of such payments shall become a part of the principal secured by this mortgage and shall bear interest at the rate aforesaid and shall be a charge upon the said lands and all the estate and interest therein of the Mortgagor and shall be repayable in full at the time appointed for the next ensuing payment of principal or interest on the said principal sum.



## **IX. TAX PREPAYMENT CLAUSE**

Without limiting the generality of the covenant of the Mortgagor to pay taxes as provided in this Mortgage, it is further agreed that the Mortgagee may estimate the amount of taxes, assessments, levies and charges that may be imposed, assessed, levied or charged against the lands and premises hereinbefore described by any competent authority, whether municipal, metropolitan or otherwise, and I covenant and agree that I shall pay to the Mortgagee in monthly installments on the dates on which the installments of principal and interest are payable hereunder, commencing on the date hereinbefore provided for the payment of the first installment of principal and interest hereunder, sums sufficient to enable the Mortgagee to pay the whole amount of the taxes, assessments, levies and charges on or before the due date for payment thereof, such monthly payments to be in addition to the monthly payments of principal and interest and any other payments hereinbefore provided to be made under this Mortgage and for the purpose of the foregoing covenant, the due date for payment of taxes, assessments, levies and charges in each year shall be deemed to be the day before any fine, penalty, interest or costs may be added thereto for non-payment thereof. If there is no default by the Mortgagor under any of the covenants in this Mortgage contained, the Mortgagee shall apply such payments on the taxes chargeable as aforesaid after the same have been imposed but nothing herein contained shall require the Mortgagee to so apply such payments on account of taxes more often than yearly. If there is any such default as aforesaid, the Mortgagee shall be entitled to apply all or any part of such payments towards remedying such default. In the event that the taxes, assessments, levies and charges charged or imposed as aforesaid in any year during the currency hereof exceed the estimated amount or if the Mortgagee applies towards remedying any such default as aforesaid all or any part of the payments made to the Mortgagee on account of the estimated amount of such taxes as aforesaid, I covenant and agree to pay to the Mortgagee, on demand, the amount of any deficiency so arising. If I desire to take advantage of any provision for discount or to avoid any penalty in connection with the payment of taxes, I may pay to the Mortgagee whatever further amounts may be required for that purpose and I covenant and agree to transmit and send to the Mortgagee all assessment notices, tax notices and other documents affecting the imposition and payment of taxes against the said lands and premises as soon as the same have been received by me.

## **X. FIXTURES CLAUSE**

That all buildings, erections and improvements fixed or otherwise now on or hereafter put upon the land, and all apparatus and equipment appurtenant thereto, including but without limiting the generality of the foregoing, all fences, heating, plumbing, air-conditioning, ventilating, lighting and water heating equipment, cooking and refrigeration equipment, window blinds, floor coverings, storm windows and storm doors, window screens and screen doors, are and shall, in addition to other fixtures thereon, be and become fixtures and form part of the land and of this security and are included in the expression "the land".

## **XI. BLANKETING CLAUSE**

- (a) BLANKET CLAUSE WITH CASH ADVANCE - It is understood and agreed that the amount of this mortgage blankets the amount of \$\_\_\_\_\_ owing to \_\_\_\_\_ Mortgage Corporation under Mortgage No.\_\_\_\_\_ and that the consideration of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS being the sum secured hereunder comprises the assumption by the Mortgagee as of December 1st, 20\_\_ , of the obligation to pay the said sum of \$\_\_\_\_\_ to \_\_\_\_\_ Mortgage Corporation and the sum of \$\_\_\_\_\_ as a cash advance. The Mortgagor acknowledges notice that the said \_\_\_\_\_ Mortgage bears interest at the rate of 10-1/2% per annum compounded half yearly, not in advance and is repayable by equal consecutive monthly installments of \$\_\_\_\_\_ per month, principal and interest, plus 1/12th of the estimated real property taxes, on the first day of each and every month with the full balance due and payable on June 1st, 20\_\_\_. The Mortgagor further acknowledges that notwithstanding the aforementioned rate of interest in the \_\_\_\_\_ Mortgage, that this mortgage shall bear interest at the rate of 12% per annum compounded half yearly, not in advance, on the said sum of \$\_\_\_\_\_ calculated from December 1st, 20\_\_, as well as on the cash advance hereunder which together total the sum of SIXTY-THREE THOUSAND (\$63,000.00) DOLLARS against which will be credited the monthly payments of principal and interest of SIX HUNDRED FIFTY-ONE (\$651.00) DOLLARS hereinbefore set out.

The Mortgagee covenants with the Mortgagor to assume the balance of \$\_\_\_\_\_ under the said Mortgage No.\_\_\_\_\_ and subject to the Mortgagor not being in default hereunder the Mortgagee undertakes to make all of the payments of Principal, Interest and Taxes under the said Mortgage No. \_\_\_\_\_.

The Mortgagor covenants with the Mortgagee in respect of the said \_\_\_\_\_ Mortgage Corporation Mortgage No.\_\_\_\_\_:

- (i) Not to cause any default to be made in any of the covenants under the said mortgage;
- (ii) Not to exercise any prepayment privilege under the said mortgage.

The Mortgagor further covenants with the Mortgagee to lodge annually with the Mortgagee upon disbursement of the cash advance hereunder and upon each January 1st thereafter, twelve (12) post-dated cheques covering the monthly installments of principal and interest and 1/12th of the estimated real property taxes.

(b) BLANKET CLAUSE WITH MORTGAGE BACK TO VENDOR - It is understood and agreed between the Mortgagor and Mortgagee as follows:

- 1) That the mortgagor does not assume the mortgage registered as No.\_\_\_\_.
- 2) That the Mortgagee hereunder will pay in accordance with the terms and tenor of said mortgage registered as No.\_\_\_\_ all sums of money due and to grow due under the said mortgage and will obtain and register a discharge thereof and that the Mortgagee shall at all times indemnify and save harmless the Mortgagor from and against the said mortgage and all obligations under it, provided that the Mortgagor herein pays the Mortgagee in accordance with the terms of this mortgage.
- 3) That in the event of default in payment of any money payable under the said mortgage\_\_\_\_, the Mortgagor hereunder shall in addition to any other remedies he or she may have, have the right at his or her sole option to remedy such default under the said mortgage and that in the event of the Mortgagor hereunder so doing at any time or from time to time, the amount so paid by him or her to remedy such default shall also be deemed to have been paid on the monies hereby secured as of the date of such payment and shall together with interest thereon at the rate herein provided be credited against and in satisfaction of the next ensuing monthly payments due hereunder in order of their maturity.

## **XII. CONSIDERATION CLAUSE**

IN CONSIDERATION of the sum of FIFTY THOUSAND (\$50,000.00) DOLLARS, which sum secures the unpaid balance of purchase price of the within described lands from:

## **8. Postponement of Registration**

[Document follows on next page]

1. REGISTERED INTEREST HOLDER(S)

see schedule☐

2. INSTRUMENT AFFECTED

☐ Mortgage

☐ Caveat

☐ Other (specify):

Instrument No. (one instrument per postponement)

3. SPECIFIED LANDS

TITLE NO.(S)see schedule☐

4. POSTPONEMENT

The registered interest holder postpones its rights under the instrument affected in the specified lands to the rights of the holders of the following instrument(s):

☐ Mortgage

☐ Caveat

☐ Other (specify):

Registered as Instrument No.

☐ Mortgage

☐ Caveat

☐ Other (specify):

Registered as Instrument No.

☐ Mortgage

☐ Caveat

☐ Other (specify):

Registered as Instrument No.

see schedule☐

5. SIGNATURE OF REGISTERED INTEREST HOLDER(S)

see schedule☐

1. I hereby postpone my rights in the instrument affected in the manner as set out above.

2. I acknowledge that the effect of this postponement will be to change my rights in the specified lands in the same manner and to the same extent as if the instrument affected had been registered or filed immediately after the registration or filing of the instrument(s) to which it hereby postponed.

witness signature

name

signature

date (YYYY/MM/DD)

witness signature

name

signature

date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 6.

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of The Real Property Act.

6. IMPORTANT NOTICES

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:

(a) are the person named in this instrument;

(b) have attained the age of majority in Manitoba; and

(c) are authorized to execute this instrument.

By virtue of section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document “I” or “me” is to be read as including all registered interest holders whether individual or corporate.

7. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

LAND TITLES OFFICE USE ONLY			
SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____			
Set for acceptance	<input type="checkbox"/>		Fee _____
Examined by:	<input type="checkbox"/>		Fee adjustment _____
Fees checked	<input type="checkbox"/>		<input type="checkbox"/> Extra Fee <input type="checkbox"/> Refund
		<div>Registration No. /</div>	

## 9. Postponement of Advances Agreement (Sample)

### Postponement of Advances Agreement *THE REAL PROPERTY ACT*

hereby agrees to the postponement of all its rights as Mortgagee in the following described land, namely:

to the rights in and to the land of the Mortgagee in the instrument hereinafter described, namely, a Mortgage from \_\_\_\_\_ to \_\_\_\_\_ securing the sum of ---THREE HUNDRED AND EIGHTY THOUSAND--- (\$380,000.00) DOLLARS and dated the 14th day of December \_\_\_\_\_, registered in the Winnipeg Land Titles Office as No. \_\_\_\_\_ and covering the land above described. \_\_\_\_\_ further agrees and consents to the said \_\_\_\_\_ advancing the whole or any part of the monies mentioned in and to be secured by its Mortgage at any time and from time to time or in accordance with the directions of the Mortgagors, and acknowledges and agrees that notwithstanding any provisions contained in *The Mortgage Act*, R.S.M. 1987, c.M200 and amendments thereto or any other law or rule or statute to the contrary, the mortgage in favour of \_\_\_\_\_ and all monies advanced under it at any time and from time to time by the Mortgagee whether such monies be advanced before or after registration of the Mortgage, shall have full priority over Mortgage No. \_\_\_\_\_ in favour of the undersigned and full priority over the interest of the undersigned in the land, and this instrument shall be conclusive evidence of the priority of the mortgage in favour of \_\_\_\_\_ over Mortgage No. \_\_\_\_\_ in favour of the undersigned.

\_\_\_\_\_ have hereunto affixed its

IN WITNESS WHEREOF (I) (we) have hereunto subscribed (my) (our) corporate seal, duly attested by the hands of its proper officers in that behalf, name and affixed (my) (our) seal this 12th day of April A.D.

SIGNED, SEALED & DELIVERED

)

)

PER: \_\_\_\_\_

in the presence of

)

)

PER: \_\_\_\_\_

**Note:** Note the new witnessing rules require a witness for a corporation – corporate seals are no longer sufficient.

## 10. Assumption Agreement (Sample)

Mortgage A/c No. \_\_\_\_\_

C.M.H.C. No. \_\_\_\_\_

### **ASSUMPTION AGREEMENT**

THIS INDENTURE made the 8<sup>th</sup> day of August

BETWEEN:

hereinafter called the Purchaser

and THE MANITOBA HOUSING AND RENEWAL CORPORATION  
THE TORONTO-DOMINION BANK

hereinafter called the Mortgagee

and

hereinafter called the Covenantor

WHEREAS by Charge or Mortgage (hereinafter referred to as the Mortgage) dated

the 20<sup>th</sup> day of May, , and registered

on the day of June, , as Number

in the Winnipeg Land Titles Office

(hereinafter called the "Mortgagor")

mortgaged to the Mortgagee certain lands situate in

and being composed of

as more particularly described in the Mortgage, to secure payment of \$ FIFTY-FOUR THOUSAND SIX HUNDRED (\$54,600.00) and interest as therein set out;



AND WHEREAS the Purchaser has purchased the said lands and has agreed with the Mortgagor to assume payment of the Mortgage and to covenant with the Mortgagee to pay the moneys secured thereby and to observe and perform and be bound by the terms, conditions, covenants and provisions therein contained;

WITNESSETH that in consideration of the premises, it is hereby agreed that:

1. The Purchaser, as a principal debtor and not as a surety, hereby covenants to pay to the Mortgagee the moneys secured by the Mortgage at the times and in the manner provided therein, and to observe and perform and be bound by the terms, conditions, covenants and provisions therein contained.
2. The Purchaser hereby assigns to the Mortgagor any unadvanced portion of the principal amount of this mortgage and directs that the same be advanced in or to the order of the Mortgagor notwithstanding the purchase of the mortgaged property by the Purchaser and the registration of the conveyance thereof to the Purchaser.
3. Without prejudice to its rights against the Purchaser under this Agreement the Mortgagee may release and discharge the Mortgagor and any other person or persons from all liability under her/his or their personal covenants in the Mortgage for payment of the moneys thereby secured or other moneys payable under the Mortgage but any such release shall be without prejudice to the rights of the Mortgagee under all other covenants and provisions contained in the Mortgage and to their rights and remedies against the said lands, all of which rights and remedies of the Mortgagee are hereby reserved.
4. Except as provided in Clause 3 hereof, these presents shall not alter or prejudice the rights and priorities of the Mortgagee as against the Mortgagor or any surety or any subsequent encumbrancer or other person whomsoever interested in the said lands or liable for the said mortgage debt or any part thereof and not a party hereto, or the rights of any such Mortgagor, surety, subsequent encumbrancer or other person, all of which rights and priorities are hereby reserved.
5. The Covenantor in consideration of the sum of ONE DOLLAR (\$1.00) now paid by the Mortgagee to her/him/them (the receipt whereof is hereby acknowledged):
  - (a) Covenants with the Mortgagee as principal debtor and not as surety that he/she/they will well and truly pay or cause to be paid to the Mortgagee all moneys payable under the hereby assumed mortgage on the days and times and in the manner therein limited and appointed for the payment thereof.
  - (b) Unconditionally guarantees full performance and discharge by the Purchaser of all of the obligations of the Purchaser under the provisions of this Assumption Agreement at the times and in the manner provided in the hereby assumed mortgage.
  - (c) Covenants and agrees to indemnify and save harmless the Mortgagee against and from all leases, damages, costs and expenses which the Mortgagee may sustain, incur or be or become liable for by reason of:

- (i) the failure for any reason whatsoever of the Purchaser to pay the moneys expressed to be payable pursuant to this Agreement or to do and perform any other act, matter or thing pursuant to the provisions of the assumed mortgage; or
  - (ii) any act, action or proceeding of or by the Mortgagee for or in connection with the recovery of the said moneys or the obtaining of performance by the Purchaser or any person liable under the said mortgage of any other act, matter or thing pursuant to the provisions of the said mortgage.
- (d) Agrees that the Mortgagee shall not be obliged to proceed against the Purchaser or any other person liable hereunder or to enforce or exhaust any security before proceeding to enforce the obligations of the Covenantor herein set out and that enforcement of such obligations may take place before, after or contemporaneously with enforcement of any debt or obligations of the Purchaser or any other person liable hereunder or the enforcement of any security for any such debt or obligations.

This indenture shall be binding upon and enure to the benefit of the respective heirs, executors, administrators, successors and assigns of the parties hereto and where there is more than one Purchaser, the word "Purchaser" shall be read as plural with all appropriate grammatical and other changes.

IN WITNESS WHEREOF the Partof the First (and the Third) Part

has                      hereunto set                      hand(s) and seal(s)

WITNESS:

_____ )	_____ (Seal)
_____ )	
_____ )	_____ (Seal)

## 11. General Assignment of Rents (Sample)

THIS INDENTURE made in duplicate this 8th day of November, A.D.

BETWEEN:

JANE DOE, of the City of St. Boniface, in Manitoba, widow of JOHN DOE, late of the City of Vancouver, in British Columbia, builder, deceased, ("Assignor")

- and

CENTENNIAL INSURANCE COMPANY, ("Assignee"),

WHEREAS the Assignee has granted to the Assignor a Mortgage Loan in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) on the security of a mortgage charged against the lands and premises known and described as follows:

In the City of Saint Boniface, in the Province of Manitoba and being Lot Five (5) and the most Southerly Five Feet in width of Lot Six (6), in Block Twenty-nine (29), which lots are shewn on a plan of survey of part of Lots Ninety-three (93) to One Hundred (100) of the Parish of Saint Boniface, registered in the Winnipeg Land Titles Office as No. 385.

which lands and premises include, inter alia, an apartment building commonly known as the Calendar Apartments, portions of which are rented to various tenants.

AND WHEREAS the Assignor has agreed to assign all of the leases in respect of the said lands and premises, together with all the benefit and advantage derived therefrom, unto the Assignee as collateral security for the payment of the said mortgage moneys, interest and other charges as provided therein, such assignment to become effective in the event of a default by the Assignor in any of the terms and provisions of the said mortgage;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration of the premises and of the sum of One Dollar (\$1.00) and other good and valuable consideration now paid by the Assignee to the Assignor, the receipt of which sum is hereby acknowledged, the Assignor does hereby give, grant, assign, transfer and set over unto the Assignee, all leases and/or agreements affecting the said lands and premises referred to above, whether such leases and/or agreements are verbal, written or otherwise howsoever, together with all the rents payable thereunder and all right, benefit and advantage to be derived therefrom, to have and to hold the same unto the Assignee, its successors and assigns, absolutely.

PROVIDED that nothing herein contained shall be deemed to have the effect of making the Assignee responsible for the collection of the said rents or any part thereof or for the performance of any of the covenants, provisions, stipulations, terms or conditions either by the Lessee or by the Lessor and that the Assignee shall not by virtue of these presents be deemed to be a mortgagee in possession of the said lauds and premises hereinbefore described.

AND PROVIDED further that the Assignee shall be liable to account for only such moneys as may actually come into its hands by virtue of these presents after deduction of all collection charges, inspection fees and other expenses to which the Assignee may be put in respect thereof and that such moneys when so received by it, shall be applied on account of the said mortgage to which these presents are taken as collateral security.

AND PROVIDED FURTHER that this assignment shall become effective only in the event of the Assignor making default in any of the terms, covenants, agreements and provisions of the said mortgage and the Assignor hereby acknowledges and agrees that the decisions of the Assignee as to whether or not there has been any such default shall be final and conclusive and binding in every respect upon the Assignor.

THIS ASSIGNMENT shall be binding upon and shall enure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF JANE DOE, as Assignor, has hereunto set her hand and seal the day and year first above written.

\_\_\_\_\_"JANE DOE"\_\_\_\_\_(seal)  
Jane Doe

\_\_\_\_\_"R. BLANK"\_\_\_\_\_  
Witness

C A N A D A )  
 )  
PROVINCE OF MANITOBA )  
 )  
TO WIT: )

I, RICHARD BLANK, of the City of Winnipeg, in Manitoba, Solicitor, MAKE OATH AND SAY:

1. THAT I was personally present and did see JANE DOE, the within named Assignor, execute the within Assignment.
2. THAT I know the said JANE DOE, and am satisfied that she is of the full age of eighteen years.
3. THAT the said Assignment was executed at the said City of Winnipeg and that I am a subscribing witness thereto.

SWORN before me at the City )  
of Winnipeg, in the Province )  
of Manitoba, this 8th day of )  
November, A.D. )

"R. BLANK"

\_\_\_\_\_  
"L. ROSE"  
A commissioner for oaths.  
My commission expires November 22,

## **12. Sample Chattel Mortgage Clauses**

### **I. General description of chattels clause:**

All furniture, furnishings and equipment commonly used in or in connection with an apartment building (including without limiting the generality of the foregoing all signs, machinery, plant, heating, air conditioning, ventilating, laundering, fire prevention, fire extinguishing, and refrigerating apparatus and equipment; all awnings, curtains, drapes, blinds, carpets, rugs and other floor coverings; all stoves, fridges, washers and dryers, and all maintenance equipment and supplies) now in or about or used in connection with the land and under the control of the Mortgagor or Manager of the land, and any and all goods and chattels which may be on, in or about the land, and any and all goods and chattels which may be on, in or about the land in addition to or substitution for goods and chattels used in connection with the land and under the control of the Mortgagor or Manager (including without limiting the generality of the foregoing, any equity in any of such goods and chattels which the Mortgage now has or may from time to time acquire as a result of making instalment payments on account of the purchase thereof);

### **II. General description of chattels clause:**

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

- (1) this mortgage is given and taken as additional security for the payment of the monies under a Memorandum of Mortgage given by the Mortgagor to the Mortgagee covering the land and it is understood and agreed that the total amount to be advanced is SIXTY THOUSAND (\$60,000.00) DOLLARS:
- (2) neither the taking of this chattel mortgage nor anything herein contained nor anything done by virtue hereof shall derogate from or modify the terms of the Memorandum of Mortgage or act as a merger of prejudices or affect the right of the Mortgagee to claim any of the property herein mentioned as being a fixture and a part of the realty and a part of the security under the Memorandum of Mortgage or be construed in any way as a severance or an election by the parties or either of them to treat the property as chattels and not fixtures and a part of the realty.

### 13. Assignment of Specific Lease and Caveat (Sample)

THIS ASSIGNMENT made this 23rd day of June,

BETWEEN:

(hereinafter called "the Mortgagor"),

- and -

(hereinafter called "the Mortgagee"),

- and -

(hereinafter called "the Lessee"),

WHEREAS the Mortgagor by Memorandum of Mortgage, dated the twentieth day of July, mortgaged to the Mortgagee the following land, namely:

and by a Chattel Mortgage, dated the same date, (which Mortgages jointly and severally are hereinafter referred to as "said mortgage"), mortgaged to the Mortgagee certain goods and chattels on said land (which goods and chattels are hereinafter included in the expression "said land") all to secure payment of Three Hundred and Sixty-five Thousand (\$365,000.00) Dollars and interest as therein mentioned, which Mortgage was registered in the Winnipeg Land Titles Office as No. S ; and

AND WHEREAS has purchased the said land from , with closing date scheduled for July 1, , and has agreed with to assume said Mortgage as of that date;

AND WHEREAS has entered a lease in writing, as Lessor, of the said land, in favour of the Lessee, for a term commencing July 1, , and terminating December 31, with two (2) further consecutive five (5) year options to renew;

AND WHEREAS the Mortgagee has consented to the making of the said Lease on condition that the Mortgagor and Lessee enter these presents, the former Lease between \_\_\_\_\_ and \_\_\_\_\_ assigned to the Mortgagee under an Assignment dated October 16, \_\_\_\_\_, having been terminated by \_\_\_\_\_ by virtue of the default thereunder by the Lessee;

NOW, THEREFORE, in consideration of the premises and the sum of One (1) Dollar paid by the Mortgagee to the Mortgagor (receipt whereof is hereby acknowledged) the Mortgagor hereby assigns, transfers and sets over unto the Mortgagee the said Lease and any renewal thereof and the rent payable under said Lease and any renewal thereof and all benefit and advantage to be derived therefrom and all the rights of the Mortgagor thereunder and all remedies exercisable by the Mortgagor in respect thereof including, without limiting the generality of the foregoing, the right of distress and the right to arrange a renewal of said Lease as in said Lease provided TO HOLD AND RECEIVE the same unto the Mortgagee, its successors and assigns.

FOR THE CONSIDERATION aforesaid the Mortgagor covenants and agrees with the Mortgagee that:

1. Nothing in these presents contained or done in pursuant hereof shall make or be construed to make the Mortgagee responsible for the collection of any part of the moneys payable as said rent or for the performance or observance of any covenants, terms, agreements, obligations or conditions either by the Lessor or Lessee contained in or implied by the said Lease or the occupancy of said Lease or the occupancy of said land or any part thereof and the Mortgagee shall not be deemed a mortgagee in possession of said land by virtue of these presents or of anything done in pursuance hereof;

2. The Mortgagee shall be liable to account for only such moneys as shall actually come into the hands of the Mortgagee by virtue of these presents, less proper collection charges and costs (including solicitor and client costs) in connection therewith and shall not be responsible for any act or default of any agent employed by the Mortgagee for the collection of rents or for the care of or dealing with said land;

3. Nothing in these presents contained shall or shall be construed to delay, hinder, prejudice, alter or affect any covenant, provision or stipulation in said mortgage contained, all of which remain in full force, virtue and effect;

4. Forthwith on the receipt of any notice from the Lessee of its desire to renew said lease as in said lease provided or of any other notice with regard to said lease, the Mortgagor will forward a copy thereof to the Mortgagee at \_\_\_\_\_ ;

5. Default from time to time in the observance or performance of any covenant contained in these presents shall be a breach of the covenant for payment of the mortgage moneys and interest in said mortgage contained and shall entitle the Mortgagee to exercise from time to time the power of sale and all other powers and remedies in said mortgage contained or subsisting for recovery of the mortgage moneys and interest or any part thereof.



IT IS UNDERSTOOD AND AGREED between the Mortgagor and the Mortgagee that:

- (i) provided there be no default under said mortgage, the Mortgagor may collect the rent payable under said lease as in said lease provided;
- (ii) all moneys received by the Mortgagee by virtue of these presents and retained (less the charges and costs hereinbefore mentioned) shall be applied on account of said mortgage;
- (iii) notwithstanding these presents the Mortgagor shall be entitled to arrange a renewal of said lease in accordance with the provisions thereof on obtaining the Mortgagee's written approval of the amount and terms of payment of the rent and of the duration of such new term.

AND THE LESSEE HEREBY ACKNOWLEDGES receipt of notice of the assignment in these presents contained and in consideration of the sum of One (1) Dollar paid by the Mortgagee to the Lessee (receipt whereof is hereby acknowledged) the Lessee COVENANTS AND AGREES with the Mortgagee that:

- (a) the Lessee is the lessee under said lease and has never assigned, hypothecated, pledged or in any other way dealt with the same;
- (b) without the prior written consent of the Mortgagee the Lessee will not pay to the Mortgagor or to any person whomsoever other than the Mortgagee, in advance of the time specified in said lease or any renewal thereof, the rent payable under said lease or any renewal thereof;
- (c) the Lessee will during the occupancy of said land or any part thereof by the Lessee on demand by the Mortgagee attorn and become tenant of the Mortgagee at a monthly rental equivalent to and payable as provided for in said lease or any current renewal thereof.

AND THE MORTGAGOR AND LESSEE in consideration of the sum of One (1) Dollar paid by the Mortgagee to the Mortgagor and Lessee (receipt whereof is hereby acknowledged) jointly and severally COVENANT AND AGREE with the Mortgagee that during the term of said lease or the renewal thereof therein provided for, neither the Mortgagor nor the Lessee will surrender said lease or otherwise terminate the term granted by said lease or the renewal thereof or alter or amend or agree to alter or amend any of the provisions of the said lease or the renewal thereof without the prior written consent of the Mortgagee.

AND IT IS UNDERSTOOD AND AGREED between the parties hereto that:

- (a) until the Mortgagee gives to the Lessee notice to the contrary, the Lessee may pay to the Mortgagee as in said lease or any current renewal thereof otherwise provided, the rent payable under said lease or any renewal thereof;
- (b) notwithstanding the execution of these presents or anything herein contained the Mortgagor shall be and remain liable for the observance and performance of each and all of the covenants, terms, agreements and obligations and conditions of said lease;

(c) on receipt by the Lessee from time to time of any notice by the Mortgagee, its successors or assigns, to pay the rent payable under said lease or any renewal thereof, to the Mortgagee or its nominee, the Lessee shall not be required to make any inquiries as to the right of the Mortgagee, its successors or assigns, to give or to the sufficiency or validity of such notice or otherwise, but payment of rent to the Mortgagee, its successors or assigns, or to its or their nominee, pursuant to such notice shall be *pro tanto* satisfaction of the rent payable by the Lessee under said lease;

(d) upon the Mortgagor, or his/her/their heirs, executors, administrators, successors or assigns, receiving from the Mortgagee, or its successors or assigns a full discharge of said mortgage and paying the fees of the solicitors or the Mortgagee for preparing the reassignment and withdrawal hereinafter mentioned, the Mortgagor shall become entitled to receive a re-assignment of these presents and a withdrawal of any notice given to the Lessee under these presents and of any caveat filed by the Mortgagee, such re-assignments and such withdrawals to be prepared by the solicitors of the Mortgagee at the expense of the Mortgagor.

All covenants and agreements in these presents on the part of the Mortgagor and Lessee shall extend to and be binding upon each of the persons named as Mortgagor and Lessee and their respective heirs, executors, administrators, successors and assigns, and shall be construed as both joint and several, and shall enure to the benefit of the persons named as Mortgagee and Lessee and their respective heirs, executors, administrators, successors and assigns; and that when the context so requires the singular number shall be read as if the plural were expressed and the masculine or neuter gender as if the masculine, feminine or neuter were expressed, and the first person as if the third person were expressed.

IN WITNESS WHEREOF the Mortgagor and Lessee have hereunto affixed their Corporate Seals, duly attested by the hands of their respective proper officers in that behalf.

## 14. Borrowing Resolution (Sample)

RESOLUTION of the Board of Directors of \_\_\_\_\_ LTD. (hereinafter referred to as the "Corporation") passed in lieu of convening a meeting pursuant to Section 112(1) of *The Corporations Act* (Manitoba):

BE IT RESOLVED THAT:

1. The Corporation borrows from \_\_\_\_\_ Company Limited the sum of \$250,000.00 and, as security, executes and delivers to \_\_\_\_\_ Company Limited a mortgage covering the Corporations' undivided one-half interest in the properties commonly known as \_\_\_\_\_ Avenue and \_\_\_\_\_ Avenue, in the City of Winnipeg, in Manitoba, and legally described as follows:

2. The mortgage shall be for a six-month term with interest at the rate of 6% per annum over the prime lending rate of The Royal Bank of Canada from time to time on its large business loans, calculated and compounded monthly not in advance.

3. The mortgage and any documents required by \_\_\_\_\_ Company Limited as security for the loan shall be in such form and shall contain such terms and covenants, provisos and conditions as shall be satisfactory to or required by \_\_\_\_\_ Company Limited and shall be duly executed in the name of the Corporation by affixing the Corporate Seal of the Corporation signed by the President and Secretary, or any two Officers or Directors, and shall be delivered to \_\_\_\_\_ Company Limited or its solicitors.

4. The execution of the mortgage and any other documents relating thereto or required by \_\_\_\_\_ Company Limited shall be conclusive evidence that the mortgage and other documents are satisfactory and binding upon the Corporation.

5. This Resolution shall be effective as of and from the \_\_\_\_\_ day of \_\_\_\_\_, A.D.

WITNESS the signatures of all the Directors of the Corporation.

## 15. Borrowing By-Law (Sample)

### BY-LAW NO. 29/4/

of

WHEREAS is the registered owner of the lands and premises described as follows:

AND WHEREAS it is desirable and expedient for the Company to borrow from , on the security of a mortgage secured against the lands and premises above described the sum of THREE HUNDRED, NINETY THOUSAND (\$390,000.00) DOLLARS on the terms and at the rate of interest set forth;

NOW THEREFORE BE IT ENACTED AS FOLLOWS:

1. That borrows the sum of THREE HUNDRED, NINETY THOUSAND (\$390,000.00) DOLLARS from which sum is to be secured by a Real Property Mortgage payable as follows:

By equal consecutive monthly instalments of Three Thousand, Five Hundred Seventy-five (\$3,575.00) Dollars each payable on the first day of each and every month commencing on the 1st day of September, A.D. with the full balance due on the first day of July, A.D. . The monthly instalments are to be applied firstly on account of interest at the rate of ten and three-quarters (10 3/4%) per cent per annum calculated and compounded half yearly, not in advance, on the first days of January and July, and the balance on account of principal. One-twelfth of estimated taxes are also payable each month.

2. THAT the President and Secretary of the Company are authorized to execute under the corporate seal of the Company the Real Property Mortgage and such other documents or security as may be required for making effective the provisions of this by-law and for complying with the requirements of as mortgagee and to deliver such documents to the mortgagee. The execution of the mortgage and other documents provided shall be conclusive evidence that the Company has consented to be and is bound thereby.

DONE AND PASSED under the Corporate seal of

this       day of       , A.D.       , as witness the Corporate Seal of the Company  
attested by the signatures of the President and Secretary.

\_\_\_\_\_  
President

SEAL

\_\_\_\_\_  
Secretary

I,       hereby certify that the foregoing is a true and correct copy of       By-Law  
No.29/4/       of       duly passed at a duly called and constitutional meeting of the Directors of  
the Company, at which all the Directors of the Company were present, held on the       day  
of       , A.D.       , and the by-law was subsequently ratified, confirmed and adopted  
by a unanimous vote of all of the Shareholders of the Company at a special general meeting called  
and held for considering the same on the       day of       , A.D.       at which all of the  
Shareholders of the Company were present.

\_\_\_\_\_  
Secretary

## 16. Proxy by Mortgagee (Sample)

\_\_\_\_\_ TRUST COMPANY, being mortgagee under Mortgage registered as No. \_\_\_\_\_, against Unit Number \_\_\_\_\_ and the appurtenant undivided \_\_\_\_\_% interest in the common elements of Winnipeg Condominium Corporation No. \_\_\_\_\_, by which Mortgage the voting rights have been assigned to this mortgagee, HEREBY APPOINTS the Mortgagor to vote at all meetings of members of the Corporation. This proxy shall remain in force until revoked by the Mortgagee. Nothing herein waives the Mortgagee's right to receive Notice of any meeting at which such voting rights may be exercised.

DATED at Winnipeg, Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

\_\_\_\_\_ TRUST COMPANY

Per: \_\_\_\_\_

### Notice by Mortgagee

TO: WINNIPEG CONDOMINIUM CORPORATION NO. \_\_\_\_\_

\_\_\_\_\_ TRUST COMPANY hereby notifies you that it is the holder of a Mortgage registered as No. \_\_\_\_\_, against Unit No. \_\_\_\_\_, and appurtenant common interest which authorizes the Mortgagee to exercise the right of the owner to vote and the Mortgagee's address for service of Notices on it is:

Winnipeg, Manitoba

DATED at Winnipeg, Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

\_\_\_\_\_ TRUST COMPANY

Per: \_\_\_\_\_

RECEIPT of the above notice is acknowledged this \_\_\_\_\_ day of \_\_\_\_\_ A.D.

WINNIPEG CONDOMINIUM CORPORATION  
NO. \_\_\_\_\_

Per: \_\_\_\_\_

## 17. Solicitor's Final Report and Certificate of Title (Sample)

### SOLICITOR'S FINAL REPORT AND CERTIFICATE OF TITLE

TO: CIBC MORTGAGE CORPORATION CIBC MORTGAGE CORP. REFERENCE NO. \_\_\_\_\_

RE: MORTGAGOR \_\_\_\_\_

CIVIC ADDRESS \_\_\_\_\_  
(POSTAL CODE IF AVAILABLE)

BRIEF LEGAL DESCRIPTION \_\_\_\_\_

DATE OF MORTGAGE \_\_\_\_\_ REGISTRATION NO. \_\_\_\_\_

LAND REGISTRY OFFICE \_\_\_\_\_ REGISTRATION DATE \_\_\_\_\_

MORTGAGE AMOUNT \$ \_\_\_\_\_

TAXES PAID TO \_\_\_\_\_

FIRE AND HAZARD INSURANCE: VERIFIED AND LOSS PAYABLE TO YOU AS INSTRUCTED.

INSURER \_\_\_\_\_ POLICY NO. \_\_\_\_\_ AGENT \_\_\_\_\_

The undersigned hereby opines that the mortgage has been drawn in accordance with your written instructions. The mortgagor has a good and marketable title free and clear of all judgments and other charges and you have a valid first charge against the property subject to the exceptions described in the Solicitor's Requisition for Funds, and those shown below, which were accepted by you. They are neither detrimental to your security nor to the marketability of title.

Exceptions (if any):

Enclosures (if any):

The following documents will be forwarded about

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
(Date to be on or after date of final advance)

\_\_\_\_\_  
Name of Solicitor's Firm

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

## **18. Transfer of Mortgage**

[Document follows on next page]



TRANSFER Form 5P

☐ Transfer under Power of Sale    ☐ Transfer of Mortgage    ☐ Transfer of Leasehold Title    ☐ Transfer of Encumbrance

1. TRANSFEROR(S) (Vendor(s))

see schedule

2. LAND DESCRIPTION

AFFECTED TITLE NO.(S)  
MORTGAGE/ENCUMBRANCE NO.(S)

see schedule

3. ENCUMBRANCES, LIENS AND INTERESTS — The within document is subject to instrument number(s)

see schedule

4. TRANSFEREE(S) (Purchaser(s)) (full legal name, address for service and tenancy/estate/share acquired)

see schedule

5. CONSIDERATION

Receipt of \$ is acknowledged.

6. FAIR MARKET VALUE AND, IF APPLICABLE, LAND TRANSFER TAX EXEMPTION EVIDENCE

1. In accordance with Part III of *The Tax Administration and Miscellaneous Taxes Act*, I certify that the land affected by this transfer, as a whole, has a fair market value of \$

2.

name

signature

date (YYYY/MM/DD)

see schedule

7. EVIDENCE OF TRANSFEROR(S)

1. I am (one of) the within transferor(s) and I am of the age of majority.

2. I am (entitled to be) (the owner/one of the owners) of the described land.

3. I hereby transfer the (land/lease/mortgage/encumbrance) to the Transferee(s).

4. The registration of this transfer does not contravene the provisions of *The Homesteads Act* because (insert appropriate *Homesteads Act* evidence):

5.

witness signature

name

signature

date (YYYY/MM/DD)

witness signature

name

signature

date (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 8.

Insert name, position and address of witness below signature. See subsection 72.5(5) of *The Real Property Act*.

8. IMPORTANT NOTICES

WHO MAY BE A WITNESS

to this document: Only those persons specified in section 72.5 of *The Real Property Act* may act as a witness to this document.

NOTICE TO WITNESSES: By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:

(a) are the person named in this instrument;

(b) have attained the age of majority in Manitoba; and

(c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document “I” or “me” is to be read as including all transferors whether individual or corporate.

9. FARM LANDS OWNERSHIP DECLARATION

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:

(strike out inappropriate statement(s) and sign below:)

1.

The within land is not farm land as defined in *The Farm Lands Ownership Act*.
2.

The within farm land is exempt by Manitoba Regulation 325/87 R of *The Real Property Act* (i.e. it is 5 acres or less).
3.

Including the land in this transfer, the transferee owns, in total, less than 40 acres of farm land.
4.

The transferee is a Canadian citizen, permanent resident of Canada, agency of the government, municipality, and local government district, qualified Canadian organization, family farm corporation or a qualified immigrant as defined in *The Farm Lands Ownership Act*.
5.

The interest in farm land is being claimed pursuant to a bona fide debt obligation.
6.

The transferee is exempt by the Farm Lands Ownership Board (Order enclosed).
7.

Other (specify section of *The Farm Lands Ownership Act*):  
Particulars:

.....

name

.....

signature

.....//

date (YYYY/MM/DD)

.....

name

.....

signature

.....//

date (YYYY/MM/DD)

Transferee, Transferor, or Agent

10. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

For transfer of land or transfer of leasehold title only.  
Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

- I, the spouse or common-law partner of the transferor, consent to the disposition of the homestead effected by this instrument and acknowledge that:
- ☐

1. I am the first spouse or common-law partner to acquire homestead rights in the property; or
- ☐

A previous spouse or common-law partner of the transferor acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2.

I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
3.

I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
4.

I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

.....

name of spouse or common-law partner

.....

signature of spouse or common-law partner

.....//

date (YYYY/MM/DD)

.....

name of witness

.....

signature of witness

.....//

date (YYYY/MM/DD)

A Notary Public in and for the Province of Manitoba  
A Commissioner for Oaths in and for the Province of Manitoba  
My commission expires: \_\_\_\_\_  
Or other person authorized to take affidavits under *The Manitoba Evidence Act* (specify): \_\_\_\_\_

11. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

## **19. Memorandum of Mortgage of Mortgage**

[Document follows on next page]

# **MORTGAGE** Form 11.4

District of WINNIPEG ☐ Mortgage ☐ Encumbrance ☒ Mortgage of Mortgage/Encumbrance  
ESTATE AFFECTED ☒ Freehold ☐ Leasehold

**1. MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** include address and postal code  
Donatella Villa Inc., 969 Pembina Highway, Winnipeg, Manitoba, R3L 4S9  
COVENANTOR (if any) include address and postal code  
see schedule ☐

**2. LAND DESCRIPTION**  
LOT 17, BLOCK 45, PLAN 4444, IN RL 78, PARISH OF ST. GEORGE  
  
TITLE NUMBER(S) 1133445  
MORTGAGE/ENCUMBRANCE NUMBER(S) 1118894  
see schedule ☐

**3. MORTGAGEE/ENCUMBRANCER** include address and postal code  
CHRISTINE SCARTH, 7829 Cummings Way, Winnipeg, Manitoba, R3M 4F4  
see schedule ☐

**4. NAME AND ADDRESS OF MORTGAGEE/ENCUMBRANCER FOR SERVICE** include postal code  
SAME AS ABOVE OR  
see schedule ☐

**5. TERMS**  
The following terms are incorporated herein:  
(a) ~~Standard Charge Mortgage Terms~~ filed as Number \_\_\_\_\_ name \_\_\_\_\_  
(b) The terms attached hereto as schedule(s) ☒ ☐ ☐ ☐  
In this instrument, unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Box 5.  
Where there is insufficient space in this form for all signatures, one or more Mortgagors may sign the schedule identified in Box 7 and attached hereto and/or one or more Covenantors may sign the schedule identified in Box 9 and attached hereto, and such signature or signatures shall bind and obligate the person or persons so signing to the terms herein in the same manner as if such person or persons had signed this form.

**6. PAYMENT PROVISIONS** see schedule ☐  
(a) Principal Amount \$100,000.00 (b) Interest Rate 12.5% per annum (c) Calculation Period Semi-Annually Not In Advance  
(d) Interest Adjustment Date Y M D 12 01 (e) Payment Date and Period 1<sup>st</sup> of each month (f) First Payment Date Y M D 01 01  
(g) Last Payment Date Y M D 12 01 (h) Amount of Each Payment Dollars \$1,115.00  
(i) Balance Due Date Y M D 12 01 Guarantee Mortgage ☐

Additional Provisions  
see schedule ☒ A

IMPORTANT NOTICE: The Mortgage Act provides that the Mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every twelve months, or as needed for pay off or sale.

## LTO USE ONLY

FEES CHECKED		REFUND AMOUNT
Certificate of Registration		<b>MORTGAGE</b>
Registered this date _____		
as No. _____		
I certify that the within instrument was registered in the _____ Land Titles Office and entered on		
Title No. _____		
For District Registrar		

By virtue of Section 194 of The Real Property Act, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to The Manitoba Evidence Act.

IMPORTANT NOTICE:

NOTE: SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE.  
"I" TO BE READ AS INCLUDING ALL Mortgagor(s) whether individual or corporate.

## 7. SIGNATURE OF MORTGAGOR/ENCUMBRANCEE

see schedule ☐

*Strike out inappropriate statement(s) and initial*

- ~~I am/entitled to be an/~~the owner of the ~~Land/Mortgage/Encumbrance~~ of the land.
- As security for performance of all my obligations herein, I hereby mortgage/encumber to the Mortgagee/Encumbrancer my interest in the ~~Land/Mortgage/Encumbrance~~ of the land.
- I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
- I acknowledge receipt of a copy of this instrument and all of the terms herein.
- I am of the full age of majority.
- The registration of this instrument does not contravene the provisions of The Farm Lands Ownership Act because:
  - the within land is not farm land as defined in The Farm Lands Ownership Act.
  - ~~the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation.~~
  - ~~other (specify section of The Farm Lands Ownership Act)~~

Particulars:

- ~~My co-mortgagor is my spouse or common-law partner and has Homestead rights in the within land.~~
- ~~The person consenting to this disposition is my spouse or common-law partner and has Homestead rights in the within land.~~

9.				DATE
10.				Y M D
	DONATELLA VILLA			
	Witness	Name	Signature	Date
	Witness	Name	Signature	
	Witness	Name	Signature	

MITCHELL CRUK  
Barrister & Solicitor  
111 Main Street Winnipeg MB R3C 4N8

Attach affidavit of subscribing witness if the witness is other than  
an officer as defined in subsection 72(4) of The Real Property Act.

## 8. TYPE OF PROPERTY

☒ Residential ☐ Farm ☐ Commercial

## 9. SIGNATURE OF COVENANTOR

see schedule ☐

I acknowledge receipt of a copy of this instrument and all of the terms herein and  
I agree to perform my obligations herein.

				DATE
				Y M D
	Witness	Name	Signature	
	Witness	Name	Signature	

## 10/11. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of The Homesteads Act.

I, the spouse or common-law partner of the Mortgagor/Encumbrancee, consent to the disposition of the homestead effected by this instrument and acknowledge that:

- ☐ I am the first spouse or common-law partner to acquire homestead rights in the property; or  
☐ A previous spouse or common-law partner of the Mortgagor/Encumbrancee acquired homestead rights in the property but those rights have been released or terminated in accordance with The Homesteads Act.
- I am aware that The Homesteads Act gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
- I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
- I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

				DATE
				Y M D
	Name of Spouse or Common-Law Partner	Signature of Spouse or Common-Law Partner		
	Name of Witness	Signature of Witness		

A Notary Public in and for the Province of Manitoba

A Commissioner for Oaths in and for the Province of Manitoba

My commission expires:

Or other person authorized to take affidavits under The Manitoba Evidence Act (Specify)

## 12. INSTRUMENT PREPARED BY *include address and postal code*

BYE, HOOKOR, CRUK, Barristers & Solicitors, 111 Main Street, Winnipeg, Manitoba, R3C 4P9  
Mitchell Cruk - 944-5555

## 13. ENCUMBRANCES, LIENS AND INTERESTS - The within document is subject to instrument number(s)

Mortgage No. 1756893

## 14. INSTRUMENT PRESENTED FOR REGISTRATION BY *include address, postal code, contact person and phone number*

**The Real Property Act**  
**Memorandum of Mortgage of Mortgage**

~~(Hereinafter called the Mortgagor) being registered as owner --- of a certain Mortgage of all the land described as follows:~~

THIS IS SCHEDULE "A" TO A MORTGAGE OF MORTGAGE  
MADE BETWEEN DONATELLO VILLA AS MORTGAGOR AND  
CHRISTINE SCARTH, AS MORTGAGEE. DATED NOVEMBER  
18,

\_\_\_\_\_  
**Mortgagor**

which mortgage was made by

and is dated the

-- day of

-- A.D. 19-- --, and registered in the Land Titles Office for the

District of ----- on the ----- day of ----- A.D. 19-- --

as follows: -----, in consideration of the sum of

Dollars lent to me by

(who and whose heirs, executors, administrators, successors and assigns, are hereinafter included in the expression Mortgagor) the receipt of which sum I do hereby acknowledge. Covenant with the Mortgagee

**Firstly**—That I will pay to the Mortgagee the above sum of ONE HUNDRED THOUSAND -----

----- (\$100,000.00) ----- Dollars in lawful money  
of Canada at Winnipeg, Manitoba as follows:

**Secondly**: That I will pay in like money to the mortgagee interest on the said sum or on so much thereof as shall from time to time remain unpaid, as well after as before maturity, at the rate of  
per centum per annum on

, all interest in arrears to become principal and to bear interest at the rate aforesaid. And that in case the sums hereby secured be not paid on the days above set forth I will so long as said sums or any part thereof remain unpaid or owing on the security hereof, or during the continuance of the security, pay interest as above provided on the said sums or on so much thereof as shall for the time being remain due, owing or unpaid during the continuance of this security and I further covenant that the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of said covenants, or affect the Mortgagee's rights to interest at the above rate on any moneys due and owing to the Mortgagee during the continuance of this security under the covenants herein contained or on a judgment to be recovered thereon at the rate aforesaid. Provided that on default of payment of any interest secured under this mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any interest falls due hereunder in each and every year until the whole of the said principal and interest secured hereby are fully paid and satisfied, all sums of money whether interest or otherwise then due and remaining unpaid shall become principal and bear interest at the rate aforesaid.

**Thirdly**—That the said mortgage is a good and valid security and that the sum of **ONE HUNDRED THOUSAND**  
----- **(\$100,000.00)** ----- **half-yearly** Dollars  
together with interest thereon at the rate of **12.5%** per centum per annum computed from the **1st**  
day of **December**, is now owing and unpaid thereon.

**Fourthly**—That I have not done or permitted any act, matter or thing whereby the said mortgage has been released or discharged either partly or in entirety.

**And I Further Covenant** with the Mortgagee that I will, ~~on or before the day of~~ in each and every year produce and leave with the Mortgagee a receipt for the payment of all liens, taxes, rates, charges, or encumbrances upon the said lands in respect of the said Mortgage, and the Mortgagee may pay all taxes, rates, charges, mortgages or encumbrances upon said lands and the amounts paid for any of the purposes aforesaid, shall be deemed to be secured hereby, and shall be a charge on the said Mortgage in favor of the Mortgagee, and shall be without demand therefor payable forthwith by me, the Mortgagor, to the Mortgagee with interest at the rate and compounded as provided for in this Mortgage until paid, and in default the principal and interest hereby secured shall at the option of the Mortgagee, become due and payable, and the power of sale hereby given, shall, without notice, be exercisable in addition to all other remedies.

**And I further covenant** with the Mortgagee that I will forthwith insure or cause to be insured and during the continuance of this security keep insured or cause to be kept insured against loss or damage by fire, each and every building on the said lands in the total sum of the full insurable value thereof in some Insurance Company to be approved of by the Mortgagee and that I will not do or suffer anything whereby the said policy or policies may be vitiated, and on default by the Mortgagor named in said Mortgage I will pay all premiums and sums of money necessary for such purposes as the same shall become due, and will assign and deliver over unto the Mortgagee the policy or policies of insurance, receipt or receipts thereto appertaining, and if I shall neglect to keep the said buildings or any of them insured as aforesaid, or to pay the said premiums or deliver such receipts, then it shall be lawful for the Mortgagee to insure the said buildings in manner aforesaid and all moneys expended by him with interest at the rate aforesaid computed from the time or times of advancing the same shall be repaid by me to him on demand, and in the meantime the amount of such payments shall be added to the said principal sum hereby secured and shall bear interest at the rate aforesaid and shall be compounded as aforesaid from the time of such payment and shall be payable at the time appointed for the next ensuing payment of interest on the said principal sum and all such payments shall become a part of the principal secured by this Mortgage and shall be a charge upon the said Mortgage. Evidence of the renewal of such insurance shall be produced to the Mortgagee at the place where the mortgage moneys are payable at least three days before the insurance then existing shall expire, otherwise the Mortgagee may insure as above provided.

**It is Hereby Agreed** that all moneys received by virtue of any policy or policies may, at the option of the Mortgagee either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises or in or towards the payment of the last instalment of principal falling due under and by virtue of these presents, and in case of a surplus, in or towards payment of the instalment next proceeding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus, then, in or towards payment of the interest.

**And I further agree** forthwith on the happening of such loss or damage by fire to furnish at my expense all the necessary proofs and do all the necessary acts to enable the Mortgagee to obtain payment of the insurance moneys. Provided always that such insurance must be in a Company selected by the Mortgagee and that the Mortgagee may effect same without reference to me and charge any moneys paid by him in respect thereof upon the said Mortgage.

**Provided Also** that upon and after default in payment of any of the moneys hereby secured or payable under these presents from time to time the Mortgagee shall be entitled to send his Inspector or Agent to inspect and report upon the value, state and condition of the mortgaged land at my expense and all expenses incurred and paid in so doing together with all costs and charges (between solicitor and client) which the Mortgagee may incur or pay in enforcing or attempting to enforce all or any of the remedies and powers given hereby or subsisting for the recovery of the moneys hereby secured or any part thereof whether the proceedings taken prove abortive or not, shall form and be a charge upon the said Mortgage and be payable forthwith to the Mortgagee and shall bear interest at the rate aforesaid from the time of payment of the same as upon principal money advanced upon the security of these presents.

**It is Also Agreed** between me and the Mortgagee that if any default shall happen to be made in any payment of interest or principal or any moneys hereby secured or any part thereof, then and in such case the principal money hereby secured and every part thereof shall at the option of the Mortgagee become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such principal sum had come and expired.

**Provided** that the Mortgagee may at his discretion at all times release any part or parts of the said lands or any other security for the moneys hereby secured either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by him and without thereby releasing any other of the said lands or any of the covenants herein contained.

**And I the Mortgagor agree** that neither the execution nor registration of this Mortgage, nor the advance in part of the moneys secured shall bind the Mortgagee to advance the said moneys or any of the unadvanced portion thereof,

**Provided** that in the event of the non-payment of the said principal moneys or any instalment thereof at or within one week of the time or times above provided, then I shall not require the Mortgagee to accept payment of the said principal moneys or instalments thereof without paying a bonus equal to three months' interest in advance on the said principal moneys, or instalments thereof so paid.

**And I further agree** with the Mortgagee that on default of payment of any of the sums hereby secured for the period of one month he may sell, assign and convey the said Mortgage and all the interest of me the said Mortgagor in the mortgaged lands, and that when any notice is required to be given under any power herein expressed or implied, or permitted or required under any statute, the same may be effectually given by publishing the same in some newspaper published in the Province of Manitoba or by mailing to me by registered letter directed to me at my last known address, and this notice shall be sufficient though not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained or under disability, and such notice shall be sufficient though not otherwise addressed than "To whom it may concern." And that on such default for two months a sale may be made hereunder without notice and that no want of notice or publication when required hereby or by any statute or any other impropriety or irregularity shall invalidate any sale made or purporting to be made hereunder, but the vendor alone shall be responsible and the said powers may be exercised by the assigns of the Mortgagee and against me.

**Provided** that any sale made under the powers herein may be for cash, or upon credit or partly for cash and partly upon credit and that the Mortgagee may vary or rescind any contract for sale made or entered into by virtue hereof.

And the Mortgagee shall by and out of the moneys to arise out of any such sale as aforesaid in the first place pay and retain all the costs and expenses attending such sale or otherwise incurred in relation to this security, and in the next place pay and satisfy the moneys and interest which shall then be owing on this security and should any surplus remain in the hands of the Mortgagee after payment of all his claims for principal and interest, and all other moneys secured hereby and costs (between solicitor and client) charges and expenses, I, the Mortgagor shall be entitled to such surplus only upon demand in writing made upon the Mortgagee and proofs supplied to the satisfaction of the Mortgagee that I am entitled to such surplus, and upon payment of all costs (between solicitor and client) charges and expenses to which the Mortgagee may be put in respect of such demand.

Provided also that all moneys, payments, costs, charges and expenses whatsoever which are by these presents charged or to be charged or chargeable upon the said lands shall be considered as mortgage money and interest and default in payment of the same or any part thereof from time to time shall be a breach of the covenant for payment of the mortgage moneys and interest herein contained and shall also entitle the Mortgagee to exercise the power of sale and all other powers and remedies contained in these presents or subsisting for recovery of the mortgage moneys and interest or any part thereof from time to time.

Provided that I, the Mortgagor, my heirs, executors, administrators, successors and assigns, are and shall be bound by the covenants and stipulations herein contained, and the benefit of every covenant or stipulation herein contained on the part of me the Mortgagor shall endure to, and every power herein contained may be exercised by the heirs, executors, administrators, successors and assigns of the Mortgagee, and against the heirs, executors, administrators, successors and assigns of me the Mortgagor, and that all covenants herein contained are to be construed as both joint and several.

And for better securing to the Mortgagee the repayment, in manner aforesaid of the principal and interest and other charges and money hereby secured, I hereby mortgage to the Mortgagee all my right, title and interest in the Mortgage above described.

It is Also Agreed wherever the singular and the masculine are used throughout this indenture, the same shall be construed as meaning the plural or the feminine or the neuter where the context or the parties hereto so require.

The Mortgagor does hereby assign and mortgage to the Mortgagee as additional security hereunder all additional security received or to be received by DONATELLO VILLA in connection with the said Mortgage No. 1118894, including without limiting the generality of the foregoing:

- (a) Chattel Mortgage dated January 23. ;
- (b) Assignment of Rents.

All rights and remedies of the Mortgagee herein in reference to said Mortgage No. 1118894 shall be deemed to extend and apply to the said additional security.

If default be made by the Mortgagor in the observance or performance of any of the covenants, provisos, agreements and/or conditions contained in any mortgage to which this Mortgage is subject, or in the said Mortgage No. 1118894, or if default be made by the Mortgagor in the payment of any instalment of principal and/or interest under any mortgage to which this mortgage is subject, then and in that event the monies hereby secured shall forthwith become due and payable at the option of the Mortgagee and all powers conferred by this mortgage shall become exercisable, and the powers of sale herein may be exercised without any notice.

It is understood and agreed that if any payment shall be made by the Mortgagee herein of any mortgage payments or costs incurred by virtue of default incurred by the Mortgagor with respect to any mortgage having precedence over this mortgage, it shall be deemed that such payment shall have been made by the mortgagee on behalf of the mortgagor herein and all monies so expended by the mortgagee shall be repayable to it by the mortgagor and in the meantime and until paid, the amount of such payments shall become a part of the principal secured by this mortgage and shall bear interest at the rate herein provided and shall be a charge upon the said Mortgage No. 1118894 and all the estate and interest therein of the mortgagor and shall be repayable in full at the time appointed for the next ensuing payment due hereunder, whether the next ensuing payment be in respect of interest or principal.

It is further understood and agreed that should the said Mortgage No. 1118944 be sold or conveyed by the Mortgagor, either voluntarily or by operation of law, then and in that event the entire balance of monies secured hereunder shall become due and payable at the option of the mortgagee together with an additional amount equal to One month's interest at the rate herein provided and in force at that time.

The Mortgagor shall have the privilege of prepaying the entire balance of principal and interest hereunder at any time upon payment of a bonus of One month's interest at the rate in force at the time of such repayment.

In Witness Whereof, I have hereunto subscribed my name and affixed my seal this 18th day of November.

Signed, Sealed and Delivered  
by the above named  
DONATELLO VILLA

DONATELLO VILLA

as Mortgagor this 18TH day of



Canada  
Province of Manitoba

To Wit:

I,  
of the  
in the Province of Manitoba,

make oath and say:  
of the parties thereto.

1. That I was personally present and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by
2. That the said Instrument and Duplicate were executed at
3. That I know the said part and am satisfied that of the full age of twenty-one years.
4. That I am a subscribing witness to the said Instrument and Duplicate.

Sworn before me at the  
of  
in the Province of Manitoba,  
this

A.D.

day of

A.....

Canada  
Province of Manitoba

To Wit:

I,  
of the  
in the Province of Manitoba,

make oath and say:

That I am (one of) the within named Mortgagor(s), and that I am (one of) the registered owner(s) of the within described mortgage and that I am of the full age of twenty-one years.

Sworn before me at the  
of  
in the Province of Manitoba,  
this

A.D.

day of

A.....

No. ....	A.D. ....
TO	
Mortgage of Mortgage Under "The Real Property Act"	
\$ .....	

Memorial of Registration of Mortgage of Mortgage

REGISTERED

AT

No.

I Certify that the within Instrument was registered in the Land Titles Office at at the time mentioned thereon, and that a memorial thereof has been entered in the Register Book on Certificate No.

DISTRICT REGISTRAR

## 20. Amending Agreement

[Document follows on next page]

<b>1.</b>	<b>REGISTERED OWNER(S) OF MORTGAGE/ENCUMBRANCE</b>		see sche <input type="checkbox"/> e
<b>2.</b>	<b>REGISTERED OWNER(S) OF LAND</b>		see sche <input type="checkbox"/> e
<b>3.</b>	<b>AFFECTED MORTGAGE/ENCUMBRANCE</b>		
	<input type="checkbox"/> Mortgage	<input type="checkbox"/> Caveat	<input type="checkbox"/> Other (specify): _____
	Instrument No. _____		
<b>4.</b>	<b>CURRENT AFFECTED TITLE(S)</b>		see sche <input type="checkbox"/> e
<b>5.</b>	<b>ADDITIONAL LAND</b> <i>(complete only if additional land is being added)</i>		
	The land affected by the above (mortgage/encumbrance) is hereby varied to add the following land:		
	TITLE NO.(S)		see sche <input type="checkbox"/> e
<b>6.</b>	<b>ENCUMBRANCES ON ADDITIONAL LANDS</b> <i>(complete only if additional land is being added)</i>		
	The parties acknowledge that the following encumbrances affecting the additional land have priority of registration over the affected (mortgage/encumbrance):		
			see sche <input type="checkbox"/> e
<b>7.</b>	<b>AMENDED TERMS</b>		
	The affected (mortgage/encumbrance) is hereby amended as follows:		
			see sche <input type="checkbox"/> e

**8. SIGNATURE OF REGISTERED OWNER(S) OF MORTGAGE/ENCUMBRANCE**see schedule ☐ e

1. I am (entitled to be) (an/the) owner of the affected (mortgage/encumbrance).
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/encumbrance) as set forth herein.

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

*Prior to signing and witnessing this document, please carefully review the notices in Box 10.*

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

**9. SIGNATURE OF REGISTERED OWNER(S) OF LAND**see schedule ☐ e

1. I am (entitled to be) (an/the) owner of the land.
2. I am of the age of majority.
3. I agree to amend the affected (mortgage/encumbrance) as set out above.
4. As security for performance of all my obligations herein, I hereby (mortgage/encumber) to the (mortgagee/encumbrancer) my interest in the additional land (if any).
5. The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because:
  - (a) the within land is not farm land as defined in *The Farm Lands Ownership Act*,
  - (b) the interest in the farm land is being mortgaged/encumbered pursuant to a bona fide debt obligation;
  - (c) other (specify section of *The Farm Lands Ownership Act*): \_\_\_\_\_
- Particulars:
- 6.

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

*Prior to signing and witnessing this document, please carefully review the notices in Box 10.*

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

## 10. IMPORTANT NOTICES

**NOTICE TO WITNESSES:** By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

**AND**

2. That they have acknowledged to you that they:
  - (a) are the person named in this instrument;
  - (b) have attained the age of majority in Manitoba; and
  - (c) are authorized to execute this instrument.

By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

**The Mortgage Act provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as including all parties signing this document whether individual or corporate.

## 11. SIGNATURE OF COVENANTOR(S)

see sche ☐ e

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

.....//  
witness signature                      name                      signature                      date (YYYY/MM/DD)

## 12. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the (mortgagor/encumbrancee), consent to the disposition of the homestead effected by this instrument and acknowledge that:

- ☐ 1. I am the first spouse or common-law partner to acquire homestead rights in the property; or
- ☐ A previous spouse or common-law partner of the (mortgagor/encumbrancee) acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
2. I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
  3. I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
  4. I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.

.....//  
name of spouse or common-law partner                      signature of spouse or common-law partner                      date (YYYY/MM/DD)

.....//  
name of witness                      signature of witness                      date (YYYY/MM/DD)

A Notary Public in and for the Province of Manitoba

A Commissioner for Oaths in and for the Province of Manitoba

My commission expires: \_\_\_\_\_

Or other person authorized to take affidavits under *The Manitoba Evidence Act* (specify): \_\_\_\_\_

**13. CONSENTS OF SUBSEQUENT ENCUMBRANCER(S)**see sche ☐ e

\_\_\_\_\_ as holder of \_\_\_\_\_ No. \_\_\_\_\_

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....//  
witness signature name signature date (YYYY/MM/DD)

.....//  
witness signature name signature date (YYYY/MM/DD)

\_\_\_\_\_ as holder of \_\_\_\_\_ No. \_\_\_\_\_

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....//  
witness signature name signature date (YYYY/MM/DD)

.....//  
witness signature name signature date (YYYY/MM/DD)

\_\_\_\_\_ as holder of \_\_\_\_\_ No. \_\_\_\_\_

hereby consent(s) to the registration of this agreement and agree that the affected (mortgage/encumbrance) as amended shall have priority over my claim or interest.

.....//  
witness signature name signature date (YYYY/MM/DD)

.....//  
witness signature name signature date (YYYY/MM/DD)

*Prior to signing and witnessing this document, please carefully review the notices in Box 10.*

If the witness is not a lawyer practicing in the province/territory where this document is signed (or either a notary public or a practicing lawyer if signed in B.C. or Quebec), an Affidavit of Witness will be required. If this document is signed outside of Canada, please review section 72.9 of *The Real Property Act*.

**14. INSTRUMENT PRESENTED FOR REGISTRATION BY** *(include address, postal code, contact person and phone number)*

## **21. Canadian Bankers Association Contact List for Matters Involving Mortgage Discharges**

[Document follows on next page]

## CBA Contact List for Matters Involving Mortgage Discharges

Bank	Contact Information
Bank of Montreal	<p><b>All inquiries:</b> Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b> For all provinces except Quebec: <a href="mailto:Discharge.escalations@bmo.com">Discharge.escalations@bmo.com</a> Quebec: <a href="mailto:quittance.escalations@bmo.com">quittance.escalations@bmo.com</a></p>
Scotiabank	<p><b>All inquiries:</b> Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b> For all provinces except Quebec: <a href="mailto:discharge.escalations@scotiabank.com">discharge.escalations@scotiabank.com</a> Quebec: <a href="mailto:montreal.cmu@scotiabank.com">montreal.cmu@scotiabank.com</a></p>
TD Canada Trust	<p><b>All inquiries:</b> Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b> Ontario: <a href="mailto:TD.DischargeEscalationsOntario@td.com">TD.DischargeEscalationsOntario@td.com</a> or <a href="mailto:Marija.Capin@td.com">Marija.Capin@td.com</a> Western Provinces and Territories: <a href="mailto:Debbie.Pauquette@td.com">Debbie.Pauquette@td.com</a> or <a href="mailto:TD.WesternCASLEADS@td.com">TD.WesternCASLEADS@td.com</a></p> <p><b>Atlantic Provinces:</b> Jennifer Spagnolo <a href="mailto:Jennifer.Spagnolo@td.com">Jennifer.Spagnolo@td.com</a> or Diana Dello Russo – <a href="mailto:Diana.Dellorusso@td.com">Diana.Dellorusso@td.com</a></p> <p><b>Quebec:</b> <b>Francine Chartrand</b> – <a href="mailto:Francine.Chartrand@td.com">Francine.Chartrand@td.com</a> or <b>Bruno Coloccia</b> – <a href="mailto:Bruno.coloccia@td.com">Bruno.coloccia@td.com</a></p>
National Bank Financial Group	<p><b>All inquiries:</b> Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b> Discharge department 1 800 361-8688, ext #20360 <a href="mailto:ctph.quittances@bnc.ca">ctph.quittances@bnc.ca</a></p> <p>Secondary: Richard Pukteris <a href="mailto:Richard.Pukteris@bnc.ca">Richard.Pukteris@bnc.ca</a></p>
Laurentian Bank of Canada	<p><b>All inquiries:</b> <u>For Quebec LBC branches and LBC Ottawa branch number 118</u></p> <ul style="list-style-type: none"> <li>• Customer service – Credit 514-284-7800 option 2</li> <li>• Antonietta Di Raddo 514-284-4500 extension 4505</li> </ul>



Bank	Contact Information
	<ul style="list-style-type: none"> <li>Lina Cecere 514-284-4500 extension 6032</li> </ul> <p>For B2B Bank Shirin (Sherry) Sharif Senior Manager, Credit Phone: 416-865-5707 (65707) E-mail : shirin.sharif@b2bbank.com</p>
CIBC	<p><b>All inquiries:</b> <u>CIBC Mortgages Inc (Registered as CIBC Mortgages Inc.)</u></p> <ul style="list-style-type: none"> <li>Mortgage Call Centre: 1-888-264-6843</li> </ul> <p><u>President's Choice Financial (Registered as CIBC Mortgages Inc.)</u></p> <ul style="list-style-type: none"> <li>Mortgage Call Centre: 1-888-866-0866 option 3</li> </ul> <p><u>FirstLine Mortgages (Registered as CIBC Mortgages Inc.)</u></p> <ul style="list-style-type: none"> <li>Mortgage Call Centre: 1-800-970-0700</li> </ul> <p><u>Collateral Mortgages (Registered as Canadian Imperial Bank of Commerce)</u></p> <ul style="list-style-type: none"> <li>CIBC: contact the local branch of account</li> <li>President's Choice Financial (Secured Borrowing Accounts): 1-888-872-4724 or 1-888-723-8881</li> </ul> <p><b>Escalation only:</b> <a href="mailto:mailbox.DischargeEscalations@cibc.com">mailbox.DischargeEscalations@cibc.com</a></p> <p>Secondary: Tom Spall Senior Director, Retail Mortgage Operations <a href="mailto:Tom.Spall@cibc.ca">Tom.Spall@cibc.ca</a></p>
Royal Bank	<p><b>All inquiries:</b> Western Provinces and Territories: 1-877-717-4619 Ontario and Atlantic Provinces: 1-800-974-1163 Quebec: 1-800-361-5600</p> <p><b>Escalation only:</b> <a href="mailto:disescal@rbc.com">disescal@rbc.com</a></p>
HSBC	<p><b>All inquiries:</b> Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b> <u>HSBC Bank Canada; HSBC Trust Company (Canada):</u> Bonnie Pow Assistant Manager, Unit Operations Secured Lending West (Maintenance/Security) <a href="mailto:bonnie_pow@hsbca.ca">bonnie_pow@hsbca.ca</a></p>

Bank	Contact Information
	<p>Secondary:  Ruby Callahan  Senior Operations Specialist  Secured Lending West  <a href="mailto:Ruby_Callahan@hsbc.ca">Ruby_Callahan@hsbc.ca</a></p> <p><u>HSBC Finance Mortgages; Household Realty Corporation Limited</u>  Sylvie L Dubreuil  <a href="mailto:ca.csc.discharge@us.hsbc.com">ca.csc.discharge@us.hsbc.com</a></p>
Canadian Western Bank	<p><b>All inquiries:</b>  Contact the office that provided the payout documentation</p> <p><b>Escalation only:</b>  Alanna C. Walters  Senior Manager, Centralized Services  <a href="mailto:Alanna.Walters@cwbank.com">Alanna.Walters@cwbank.com</a></p>
Manulife Bank of Canada	<p><b>All inquiries:</b>  Manulife Bank Service Centre  Phone: 1-877-765-2265</p> <p><b>Escalation only:</b>  Scott Ife  Director, Retention Services  <a href="mailto:Scott_ife@manulife.com">Scott_ife@manulife.com</a></p>
Tangerine Bank	<p><b>Escalation only:</b>  E-mail: <a href="mailto:servicing@tangerine.ca">servicing@tangerine.ca</a></p> <p>Secondary:  Nassur Ibrahim  Client Business Support  Email: <a href="mailto:nibrahim@tangerine.ca">nibrahim@tangerine.ca</a></p>

Updated: April 2015