

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

The Parties to this mortgage are:

Mortgagor

AND:

Select one:

- | |
|--|
| <input type="checkbox"/> Computershare Trust Company of Canada
<input type="checkbox"/> TSX Trust Company
<input type="checkbox"/> RFA Bank of Canada, |
|--|

whose address is (select one):

- | |
|---|
| <input type="checkbox"/> c/o RFA Bank of Canada, 16 York Street, Suite 1900, Toronto, Ontario M5J 0E6
<input type="checkbox"/> c/o RFA Bank of Canada, P.O. Box 351, STN C, Kitchener, Ontario N2G 3Y9 |
|---|

Mortgagee

AND:

Spouse of the mortgagor (if spouse not a mortgagor)

AND:

Guarantor

1. MORTGAGE

The Mortgagor hereby mortgages to the Mortgagee the property described below to secure the _____ Principal _____ Amount _____ of

(\$ _____) (the **Principal Amount**) together with interest thereon as set out in paragraph 2 herein. The property is described as (the **Property**): *

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

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

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

2. HOW THE MORTGAGOR WILL REPAY ITS LOAN WITH INTEREST

[fixed rate mortgage/delete if not applicable]

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

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

[adjustable rate mortgage/delete if applicable]

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

- (i) Interest shall accrue from the date of advance hereunder and shall be due and payable on the ____ day of the month next following the date of the first advance _____, (the "Interest Adjustment Date");

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

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

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

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

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

3. INDEBTEDNESS SECURED BY THE MORTGAGE

The Mortgagor agrees that the mortgage secures all Indebtedness up to the Principal Amount with interest thereon at the interest rate set out above.

4. ADDITIONAL TERMS AND COVENANTS

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

5. CONSENT OF SPOUSE

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

6. SIGNING THIS MORTGAGE

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

SIGNED, SEALED AND DELIVERED
in the presence of:

_____	_____ (Seal)
(Witness)	(Mortgagor)

_____	_____ (Seal)
(Witness)	(Mortgagor)

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

_____	_____ (Seal)
(Witness)	(Guarantor)

_____	_____ (Seal)
(Witness)	(Guarantor)

CANADA
PROVINCE OF _____

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

A Notary Public for the Province of

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

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

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

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

SWORN BEFORE ME at the City of)
[City], in the Province of [Province], this)
[Day] of [Month], [Year])
)
)
)
_____)
A Notary Public)
for the Province of _____)

CANADA
PROVINCE OF _____

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

A Notary Public for the Province of

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

CANADA
PROVINCE OF _____

GRANTOR’S AFFIDAVIT

I, _____ the “Deponent”, make oath and swear that:

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

)

SWORN BEFORE ME at the City of)
[City], in the Province of [Province], this)
[Day] of [Month], [Year]

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

CANADA
PROVINCE OF _____

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

A Notary Public for the Province of

[Option 4 – For use by Individual Borrower – Married and Matrimonial Home]

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

We _____ and _____ (collectively the "Deponents"), make oath and swear that:

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

)

SWORN BEFORE ME at the City of)
[City], in the Province of [Province], this)
[Day] of [Month], [Year]

)

)

)

)

)

)

A Notary Public
for the Province of _____

Name

Name

CANADA
PROVINCE OF _____

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

A Notary Public for the Province of

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

CANADA
PROVINCE OF _____

GRANTOR'S AFFIDAVIT

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

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

SWORN BEFORE ME at the City of)
[City], in the Province of [Province], this)
[Day] of [Month], [Year]

)
)
) _____
) Name
)
)

) Name
A Notary Public
for the Province of _____

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

)
)

) Name
A Notary Public
for the Province of _____

CANADA
PROVINCE OF _____

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

A Notary Public for the Province of
