

**Charge/Mortgage of Land
Land Titles Act**

(1) Mortgagor(s)									
(2) Address of Mortgagor(s)									
(3) Legal Description of Mortgaged Lands									
(4) Name and Address of any Guarantor(s) (if applicable)									
(5) Maximum Principal Amount for which Guarantor is Liable (if applicable) (If not completed, the Guarantor shall be liable for the full amount of the Mortgage)									
(6) Mortgagee Computershare Trust Company of Canada C/O CMLS Financial Ltd. 18 York Street Suite 1500 Toronto, ON M5J2T8									
(7) Payment Provisions									
(a) Principal Amount \$				(b) Interest Rate % per annum		(c) Calculation Period			
(d) Interest Adjustment Date	M	D	Y	(e) Payment Date and Period	(f) First Payment Date	M	D	Y	
(g) Last Payment Date				(h) Amount of Each Payment Dollars \$					
(i) Balance Due Date				(j) Insurance Dollars \$					
(8) Standard Mortgage Terms Each Mortgagor acknowledges and confirms that this charge/mortgage of land consists of the terms contained herein and is subject to the terms contained in the Standard Mortgage Terms that were filed with the Registrar under the <i>Land Titles Act</i> as number 131037998.									
(9) Additional Terms									
(a) <input type="checkbox"/> THIS MORTGAGE IS NOT A HIGH-RATIO MORTGAGE									
<input type="checkbox"/> THIS MORTGAGE IS A HIGH-RATIO MORTGAGE TO WHICH SECTIONS 43(4.1) AND (4.2) AND 44(4.1) AND (4.2) OF THE LAW AND PROPERTY ACT APPLY. YOU AND ANYONE WHO, EXPRESSLY OR IMPLIEDLY, ASSUMES THIS MORTGAGE FROM YOU, COULD BE SUED FOR ANY OBLIGATION UNDER THIS MORTGAGE IF THERE IS A DEFAULT BY YOU OR BY A PERSON WHO ASSUMES THIS MORTGAGE.									
(b) See Mortgage Schedule (Rate Advantage Mortgage) attached.									

(10) Acknowledgements

Each Mortgagor acknowledges

- (a) that he/she understands the nature of the statements set out in clause 8;
- (b) that he/she has been given a copy of the Standard Mortgage Terms referred to in clause 8;
- (c) that he/she is a registered owner of the land being mortgaged, and
- (d) that the Mortgage is a mortgage of all of the Mortgagor's estate and interest in the lands described in clause 3 hereof for the purposes of securing the payment of the principal amount, interest, and all other amounts secured by this Charge/Mortgage of Land.

(11) Execution

Each Mortgagor has executed this Mortgage on _____, _____.

Witness

Mortgagor

Witness

Mortgagor

(12) Execution By Guarantor

The Guarantor hereby acknowledges that the Guarantor has been given a copy of the Standard Mortgage Terms and has read and fully understands the terms describing the obligations of the Guarantor.

The Guarantor has executed this Mortgage on _____, _____.

Witness

Guarantor

(13) Affidavit of Execution

I, _____, _____ of
(name of witness) (occupation)

_____ in the Province of Alberta, make oath and say:
(address of witness)

- (a) That I was personally present and did see _____ and _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign, seal, and execute the same for the purposes named therein.
- (b) That the same was executed at the _____ of _____, in the Province of Alberta and that I am a subscribing witness thereto.
- (c) That I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me at _____,)
 in the Province of _____,)
 this _____ day of _____, _____)
 _____)
 _____)
 A Commissioner for Oaths in and for the Province)
 of Alberta)

Signature of Witness

(14) Consent of Spouse

I, _____, being married to the within named
(name of spouse)
_____, do hereby give my consent to the disposition of our homestead
(name of mortgagor)
made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by *The Dower Act* to the extent necessary to give effect to the said disposition.

Signature of Non-Owning Spouse

(15) Certificate of Acknowledgement by Spouse

1. This document was acknowledged before me by _____ apart from her husband/his wife.
(name of spouse)
2. _____ acknowledged to me that she/he:
 - (a) Is aware of the nature of the disposition;
 - (b) Is aware that the *Dower Act* gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) Consents to the disposition for the purpose of giving up the life state and other downer rights in the homestead given to her/him by the *Dower Act* to the extent necessary to give effect to the said disposition;
 - (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _____ in the Province of _____, this _____ day of _____, _____.

Signature of Solicitor

(16) Dower Affidavit

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

- (a) I am the Mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____, as instrument number _____ granted by the Mortgagor) named in the within instrument.
- (b) I am (or my principal is) not married.

OR

Neither myself nor my spouse (or my principal nor his spouse) have resided on the within mentioned land at any time since our (or their) marriage.

OR

I am (or my principal is) married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____, _____ as instrument number _____.

OR

A judgment for damages was obtained against me by my spouse (or my principal by his spouse) and registered in the Land Titles Office on _____, _____ as instrument number _____.

Sworn before me at _____,)
in the Province of _____,)
this _____ day of _____, _____)

A Commissioner for Oaths in and for the Province of Alberta

Signature of Mortgagor (or agent)

(17) The Guarantees Acknowledgment Act (Alberta)
Certificate of Notary Public

I hereby certify that:

1. _____ of _____ in the Province of
(Guarantor)
_____, the Guarantor in the guarantee dated
_____,

made between **Computershare Trust Company of Canada** and
_____,

(Guarantor)

to which this certificate is attached or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee; and

2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at _____ this _____ day of _____,
_____, under my hand and seal of office.

(Seal of Notary Public)

A Notary Public in and for the Province of Alberta

(Guarantor to sign in
Presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate _____

Signature of Guarantor