

**MORTGAGE**

**LAND TITLES ACT (ALBERTA)**

1. NAME AND ADDRESS OF MORTGAGOR (THE "MORTGAGOR")											
2. NAME AND ADDRESS OF ANY GUARANTOR (THE "GUARANTOR") (if applicable)											
3. 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)											
4. NAME AND ADDRESS OF MORTGAGEE (THE "MORTGAGEE")  <p><b>Computershare Trust Company of Canada c/o First National Financial LP 16 York Street, Suite 1900 Toronto, Ontario M5J 0E6</b></p>											
5. LEGAL DESCRIPTION OF LANDS (THE "PROPERTY")  <input type="checkbox"/> Leasehold Interest <input type="checkbox"/> Freehold Interest											
6. PAYMENT PROVISIONS				(b) Interest Rate                      % per annum			(c) Calculation Period				
(a) Principal Amount                      \$											
(d) Interest Adjustment Date		<b>M</b>	<b>D</b>	<b>Y</b>	(e) Payment Date and Period		(f) First Payment Date		<b>M</b>	<b>D</b>	<b>Y</b>
(g) Last Payment Date					(h) Amount of Each Payment                      Dollars \$						
(i) Balance Due Date					(j) Insurance                      Dollars \$						

7. STANDARD MORTGAGE TERMS

This Mortgage consists of the Mortgagee's set of Standard Form Mortgage Terms ("**SMT**") filed at the Alberta Land Titles Office as Instrument Number \_\_\_\_\_ together with all schedules thereto and is subject to the terms contained in the SMT as varied by any deletions from, or amendments or additions to the terms of the SMT as set out herein.

8. DELETED, AMENDED OR ADDED TERMS

See Schedule (if any).

This Mortgage is not a high-ratio mortgage

OR

**"This mortgage is a high ratio mortgage to which section 43(4.1) and (4.2) and 44(4.1) and (4.2) of the *Law of Property Act* apply. You and anyone who, expressly or impliedly, assumes this mortgage from you, could be sued for any obligations under this mortgage if there is a default by you or the person who assumes this mortgage."**

9. ACKNOWLEDGEMENTS

The Mortgagor hereby acknowledges as follows:

- (a) That the Mortgagor understands the nature of the SMT referred to in clause 7 above and the statements made in the said clause;
- (b) That the Mortgagor has been given a copy of the SMT;
- (c) That the Mortgagor is the registered owner of the mortgaged Property; and
- (d) For better securing to the Mortgagee the repayment in the manner set out above of the Principal Amount and interest and all other indebtedness and obligations of the Mortgagor secured by this Mortgage, the Mortgagor mortgages and charges to the Mortgagee all the Mortgagor's estate and interest in the mortgaged Property.

10. EXECUTION BY MORTGAGOR

The Mortgagor has executed this Mortgage on \_\_\_\_\_  
[Insert Date]

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

11. EXECUTION BY GUARANTOR

**THE GUARANTOR HEREBY ACKNOWLEDGES THAT THE GUARANTOR HAS BEEN GIVEN A COPY OF THE SMT AND HAS READ AND FULLY UNDERSTANDS THE TERMS OF SECTION 34 THEREOF DESCRIBING THE OBLIGATIONS OF THE GUARANTOR.**

The Guarantor has executed this Mortgage which contains the terms of the Guarantee in Section 34 thereof on

\_\_\_\_\_

[Insert Date]

\_\_\_\_\_

Witness

\_\_\_\_\_

12. AFFIDAVIT OF EXECUTION

I, \_\_\_\_\_, \_\_\_\_\_  
[name of witness] [occupation]

of \_\_\_\_\_  
[address]

in the Province of Alberta, make oath and say:

(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]

**CONSENT OF SPOUSE**

I, \_\_\_\_\_, being  
[name of spouse]

married to the above named \_\_\_\_\_,  
[name of mortgagor]

do hereby give my consent to the disposition of our homestead 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-Ownning Spouse]

**CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE**

1. This document was acknowledged before me by \_\_\_\_\_  
[name of spouse]

\_\_\_\_\_ apart from her husband (or his wife).

2. \_\_\_\_\_ acknowledged to me that she (or he):

- (a) is aware of the nature of the disposition;
- (b) is aware that THE DOWER ACT gives her (or 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 estate and other dower rights in the homestead given to her (or him) by THE DOWER ACT, to the extent necessary to give effect to the said disposition; and
- (d) is executing this document freely and voluntarily without any compulsion on the part of her husband (or his wife).

DATED at \_\_\_\_\_, Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of a Commissioner for Oaths  
in and for the Province of Alberta

**DOWER ACT AFFIDAVIT**

I, \_\_\_\_\_,  
[name]  
of \_\_\_\_\_, \_\_\_\_\_,  
[address] [occupation]

**MAKE OATH AND SAY THAT:**

1. 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.

2. \*I am (or My principal is) not married.

OR

\*Delete the options that do not apply

\*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

\*Delete the options that do not apply

\*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

\*Delete the options that do not apply

\*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 \_\_\_\_\_ )  
 )  
Alberta, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ )  
 )  
 )  
 )  
 )  
A Commissioner for Oaths )  
in and for the Province of Alberta )

\_\_\_\_\_  
[Signature of Mortgagor (or agent)]

**THE GUARANTEES ACKNOWLEDGEMENT ACT (ALBERTA)  
CERTIFICATE OF NOTARY PUBLIC**

I HEREBY CERTIFY THAT:

(1) \_\_\_\_\_ of \_\_\_\_\_  
(guarantor)  
in the Province of \_\_\_\_\_, the guarantor in the guarantee dated  
\_\_\_\_\_, made between **COMPUTERSHARE TRUST COMPANY OF CANADA** and  
\_\_\_\_\_, to which this certificate is attached or noted upon,  
(guarantor)  
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 \_\_\_\_\_, \_\_\_\_\_ under my hand and seal of  
(month) (day) (year)  
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