

MORTGAGE Form 11.4

District _____ Mortgage Encumbrance Mortgage of Mortgage/Encumbrance
 ESTATE AFFECTED Freehold Leasehold

1. **MORTGAGOR/GRANTOR OF ENCUMBRANCE (Encumbrancee)** *include address and postal code*

COVENANTOR (if any) *include address and postal code* see schedule

2. **LAND DESCRIPTION**

TITLE NUMBER(S)
 MORTGAGE/ENCUMBRANCE NUMBER(S) see schedule

3. **MORTGAGEE/ENCUMBRANCER** *include address and postal code* 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 3658000 Name: **Canadian Imperial Bank of Commerce**
 (b) The terms attached hereto as schedule(s) A
 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

(a) Principal Amount \$				(b) Interest Rate % per annum				(c) Calculation Period			
(d) Interest Adjustment Date	Y	M	D	(e) Payment Date and Period	Y	M	D	(f) First Payment Date	Y	M	D
(g) Last Payment Date	Y	M	D	(h) Amount of Each Payment Dollars \$							
(i) Balance Due Date	Y	M	D	(j) Guarantee Mortgage <input type="checkbox"/>							

Additional Provisions
 See additional provisions attached as Schedule "A". The indebtedness is payable on demand see schedule A

LTO USE ONLY

FEES CHECKED	REFUND AMOUNT
<p>Certificate of Registration 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</p>	Mortgage

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.

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

7. SIGNATURE OF MORTGAGOR/ENCUMBRANCEE

Strike out inappropriate statement(s) and initial

see schedule

- 1. I am/entitled to be an/the owner of the Land/Mortgage/Encumbrance of the land.
2. 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.
3. 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.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the full age of majority.
6. 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) Particular
7. My co-mortgagor is my spouse or common-law partner and has Homestead rights in the within land.
8. The person consenting to this disposition is my spouse or common-law partner and has Homestead rights in the within land.

Witness Name Signature table with DATE (YYYY M D) columns.

Attach affidavit of subscribing witness if the witness is other than an officer under 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.

Witness Name Signature table with DATE (YYYY M D) columns.

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:

- 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 table with DATE (YYYY M D) columns. Also includes 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)

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

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

Schedule

Additional Information

Schedule A

1. This schedule forms part of a mortgage made pursuant to *The Real Property Act* (Manitoba) and regulations thereunder. The following terms when used in this schedule have the meanings ascribed to them in the set of Standard Charge Mortgage Terms referred to in Box 5(a) of the mortgage of which this schedule forms part:

Agreement(s)
Indebtedness
Interest Rate
Prime Rate

2. **Interest Rate**

The Interest Rate is a variable rate per year equal to the Prime Rate plus _____ percent (_____ %) per annum, calculated and compounded monthly, with interest on overdue interest at the same rate. The Interest Rate will change automatically, without notice, whenever the Prime Rate changes.

Despite the Interest Rate noted above, the Interest Rate you will pay on any part of the Indebtedness will be the interest rate specified in the relevant Agreement which relates to that part of the Indebtedness. Interest will be calculated as set out in the relevant Agreement or, if not set out, will be calculated and compounded monthly, with interest on overdue interest at the same rate. If no interest rate is specified in the relevant Agreement, you will pay interest on such part of the Indebtedness at the Interest Rate.

Interest is payable both before and after demand and both before and after default and judgment.

This Schedule forms part of _____,
(Instrument Type)

From _____ to _____.

Dated this _____, day of _____, _____.

Signature

Signature