

The Land Titles Act Mortgage

This Mortgage made this _____ day of _____, 20_____.

As collateral security and for the better securing of payment to Canadian Imperial Bank of Commerce ("CIBC") of the Indebtedness (in an amount not exceeding the Amount Secured) and performance of all other obligations under this Mortgage,

_____ (jointly and severally called the "Mortgagor"),

gives to CIBC, a bank duly chartered under the laws of Canada, having its head office in the City of Toronto, in the Province of Ontario, and having a branch office at 110 Main Street, City of Whitehorse, Yukon Territory, Y1A 2A8, as mortgagee, the mortgage and charge described below:

MORTGAGOR

(a) *MORTGAGOR AS OWNER*

The Mortgagor, being the registered owner of an estate in fee simple (subject only to any Liens or claims approved by CIBC in writing) mortgages the Property to CIBC.

(b) *MORTGAGOR AS LESSEE*

The Mortgagor, being the owner of a leasehold interest in the Property (subject only to any Liens or claims approved by CIBC in writing), mortgages and subleases the Property to CIBC for and during the unexpired residue of the term of each lease (except the last day of each such lease), and every other estate, term, right of renewal and other interest of the Mortgagor in each lease. Where, at any time before the full performance of all obligations of the Mortgagor under this Mortgage, the Mortgagor acquires the freehold estate to all or any part of the Property, the Mortgagor hereby agrees and undertakes to, and shall mortgage that freehold estate to CIBC.

The Mortgagor agrees that, for the purposes of this Mortgage:

PRINCIPAL AMOUNT

The Principal Amount referred to in this Mortgage shall be _____ (\$ _____) Dollars.

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 that the Mortgagor 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, the Mortgagor 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 Mortgage may secure two or more different obligations to CIBC. The interest rates and the other terms of each of the obligations set out in the Agreements are not changed or otherwise affected as a result of the Mortgagor giving CIBC this Mortgage.

DESCRIPTION OF THE PROPERTY

The following is the legal description of the Property, as referred to in this Mortgage:

Delete
inapplicable
paragraph
(a) or (b)

Subject to the following encumbrances (if any):

ADDITIONAL TERMS AND CONDITIONS

The Mortgagor agrees that the Standard Mortgage Terms (Yukon) and any further Schedule attached hereto form part of this Mortgage. Capitalized terms used herein have the meanings set out in the Standard Mortgage Terms.

GOVERNING LAW

This Mortgage is governed by the laws of the Yukon Territory.

MORTGAGEE'S BRANCH ADDRESS

CIBC's address in connection with this Mortgage is:

110 Main Street
Whitehorse, Yukon Territory
Y1A 2A8

In witness whereof the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature of Witness (Witness as to both signatures)

Street Address

City or Town

Province or Territory

Name and Occupation of Witness



Mortgagor

Mortgagor

Canada

Yukon Territory

To Wit:

In the Matter of the *Family Property and Support Act*

Affidavit of Consent of Spouse

I, _____ (Print Name), of the _____
(City or Town) of _____, in the Yukon Territory, hereby make oath and say as follows:

1. I am the spouse of _____ (Name of Spouse).
2. I hereby give my full consent to the transaction evidenced by the within Mortgage.
3. I make this Affidavit pursuant to the provisions of the *Family Property and Support Act* of the Yukon Territory.

Sworn before me at the _____
(City or Town) of _____,
in the Yukon Territory, this _____ day of
_____ (Month), 20_____.

Notary Public in and for the Yukon Territory



Signature of Spouse granting Consent

Canada

Yukon Territory

To Wit:

Affidavit of Execution

I, _____ (Print Name of Witness), _____
(Occupation of Witness), of the _____ (City or Town) of _____, in
the Yukon Territory, hereby make oath and say as follows:

1. My name, occupation and address are correctly set forth above.
2. I was personally present and did see _____ the
party(ies) to the attached Mortgage, who identified _____ (themselves, himself or herself)
to be person(s) named therein, execute the Mortgage for the purposes named therein.
3. That the said Mortgage was executed at the _____ (City or Town) of
_____, in the Yukon Territory and I am the subscribing witness thereto.
4. That the said _____ is/are in my belief of the full age of nineteen
years.

Sworn before me at the _____
(City or Town) of _____,
in the Yukon Territory, this _____ day of
_____ (Month), 20_____.

Notary Public in and for the Yukon Territory



Signature of Witness

Canada

Yukon Territory

To Wit:

Affidavit

I/We, _____ (Print Name of Signatory(ies)),
of the _____ (City or Town) of _____, in the Yukon Territory,
hereby severally make oath and say as follows:

1. I/We am/are the person(s) making the disposition or encumbrance evidenced in the mortgage attached hereto.
2. The word "property" as used herein means the property described in the attached mortgage.
3. The words "spouse" and "family home" as used herein are defined in Section 1 and Section 21 respectively of the *Family Property and Support Act*, R.S.Y. 2002, c. 83 (the "Act").
4. When I/we executed the attached mortgage:
 - (a) I was a spouse and _____ was my spouse;
 - (b) I was not a spouse;
 - (c) We were spouses of one another.
5.
 - (a) The property has never been occupied by myself and my spouse as our family home;
 - (b) The property has never been occupied by myself and my spouse as our family home since the cancellation of its designation as our family home under Section 24 or 27 of the Act;
 - (c) The property is not designated as a family home under Section 24 of the Act, and an instrument designating another property as a family home of myself and my spouse is registered under Section 24 of the Act;
 - (d) My spouse has released all rights under Part II of the Act by a Separation Agreement between myself and my spouse;
 - (e) The mortgage to which this affidavit is attached is authorized by a Court Order (or an Order has been made releasing the property as a family home) and such Order has not been appealed, the time for appeal has expired and no application for leave to appeal or to extend the time to appeal has been made.
6. I do not have/neither of us have a spouse or former spouse who has any right to possession of the property including a right by reason of an Order of the Court or a Separation Agreement, as contemplated in Section 22(2) of the Act.

Severally sworn before me at the _____
(City or Town) of _____,
in the Yukon Territory, this _____ day of
_____ (Month), 20_____.

Notary Public in and for the Yukon Territory

Signature

Signature