

**THIS MORTGAGE** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**The Parties to this mortgage are:**

**Mortgagor**

**AND:**

**COMPUTERSHARE TRUST COMPANY OF CANADA, a body corporate**

**Mortgagee**

**AND:**

**Spouse of the mortgagor (if spouse not a mortgagor)**

**AND:**

**Guarantor**

**1. MORTGAGE**

You hereby mortgage to us the property described below to secure the Principal Amount of \_\_\_\_\_ dollars (\$) (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 your property in this paragraph, attach Schedule B describing the property and type in 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 YOU WILL REPAY YOUR LOAN WITH INTEREST**

[fixed rate mortgage/delete if not applicable]

You agree to pay to us 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 inapplicable]

You agree to pay to us 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 inapplicable] \_\_\_\_\_ percent ( \_\_\_\_\_ %) per annum calculated monthly, 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 will change automatically each time there is a change in the Prime Rate. The principal and interest payment will be recalculated every time the Prime Rate changes, based on the new interest rate and remaining amortization. Within a reasonable time after a change in the Interest Rate, we may mail to you, at your last known mailing address according to our 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 we fail to send this notice or you fail to receive it.

**3. INDEBTEDNESS SECURED BY THE MORTGAGE**

You agree 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 consents to this mortgage and releases any interest which he or she may have in the Property covered by this mortgage as far as necessary to give effect to our rights under this mortgage.

**6. SIGNING THIS MORTGAGE**

If you have read this mortgage and you agree to its terms, sign in the space provided for your signatures. Witnesses must sign in the spaces provided for the witnesses' signatures. Necessary legal seals should be added next to your signatures.

**SIGNED, SEALED AND DELIVERED** in the presence of:

_____	_____	(Seal)
(Witness)	(Borrower)	
_____	_____	(Seal)
(Witness)	(Borrower)	
_____	_____	(Seal)
(Witness)	(Spouse of Borrower)	
_____	_____	(Seal)
(Witness)	(Guarantor)	
_____	_____	(Seal)
(Witness)	(Guarantor)	

CANADA

PROVINCE OF PRINCE EDWARD ISLAND

AFFIDAVIT

I, \_\_\_\_\_, of \_\_\_\_\_, in the County of \_\_\_\_\_,  
Province of Prince Edward Island,

**MAKE OATH AND SAY AS FOLLOWS:**

- 1. **THAT** I am \_\_\_\_\_ of the Mortgagor named in the Mortgage herein.
- 2. **THAT** I have a personal knowledge of the share ownership of the Mortgagor and of the use and occupation of the property described in the Mortgage herein.
- 3. **THAT** the property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.

**(DELETE ALL #4'S EXCEPT APPLICABLE ONE)**

- 4. **THAT** the property described in the Mortgage herein is not a family home.
- 4. **THAT** neither the ownership of shares in the Mortgagor nor ownership of any interest in any shares of the mortgagor entitles the owner of such shares or interest to the occupation of the family home owned by the Mortgagor and included in the property described in the Mortgage herein.
- 4. **THAT** no shareholder of the mortgagor and no person having an interest in a share of the Mortgagor, has occupied with his or her spouse the family home owned by the Mortgagor and included in the property described in the mortgage herein.

SWORN TO before me at \_\_\_\_\_ )  
 \_\_\_\_\_, in \_\_\_\_\_ )  
 \_\_\_\_\_ County, Province of \_\_\_\_\_ )  
 Prince Edward Island, this \_\_\_\_\_ day \_\_\_\_\_ )  
 of \_\_\_\_\_, A.D. \_\_\_\_\_ ) \_\_\_\_\_  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 A Commission for taking Affidavits in \_\_\_\_\_ )  
 the Supreme Court \_\_\_\_\_ )

**CANADA  
PROVINCE OF PRINCE EDWARD ISLAND**

**IN THE MATTER** of the *Family Law Act*,  
being Statutes of Prince Edward Island,  
1995, Chapter 12, as amended;

- and -

**IN THE MATTER** of the *Registry Act*,  
being Revised Statutes of Prince Edward  
Island, 1988, Chapter R-10, as amended.

**AFFIDAVIT OF SPOUSAL STATUS OR INTEREST**

I/WE, \_\_\_\_\_, of  
\_\_\_\_\_, in \_\_\_\_\_ County, Province of Prince Edward  
Island,

**MAKE OATH AND SAY AS FOLLOWS:**

1. **THAT** I/we am/are of the full age of eighteen (18) years.
2. **THAT** I/we am/are a resident(s) of Canada within the meaning of the Income Tax Act (Canada).
3. **THAT** for the purpose of this Affidavit,
  - (a) “spouse” means either of a man or woman who:
    - (i) are married to each other;
    - (ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under the *Family Law Act*, S.P.E.I. 1995, c.12; and
    - (iii) “family home” means every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their “family residence”.
4. **THAT** the property that I/we am/are disposing of or encumbering in the annexed Instrument is not now the subject of a Court Order, interim or otherwise, made pursuant to the *Family Law Act*, S.P.E.I. 1995, c.12.

**(DELETE ALL #5’S EXCEPT APPLICABLE ONE)**

5. **THAT** we are spouses of each other, and neither of us has another spouse.
5. **THAT** I am not a spouse and at the time of making the disposition or encumbrance evidenced by the annexed deed, was not a spouse.

5. **THAT** I am living separate and apart from my spouse and the property was not being occupied by me and my spouse as our family residence.

**SWORN TO** before me at \_\_\_\_\_ )  
\_\_\_\_\_, in )  
\_\_\_\_\_ County, Province of )  
Prince Edward Island, this \_\_\_\_\_ day )  
of \_\_\_\_\_, A.D. \_\_\_\_\_ )  
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A \_\_\_\_\_ )  
A Commission for taking Affidavits in )  
the Supreme Court )

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