

Form 15.1
COLLATERAL MORTGAGE
Land Titles Act, S.N.B. 1981, c.L-1.1, s.25
Standard Forms of Conveyances Act, S.N.B. 1980, c.S-12.2, s.2

Parcel identifier:

Mortgagor:

Name

Address

Mortgagor:

Name

Address

Spouse of:

Name

(If not an owner)

Address

Person Liable:

Name

Address

Mortgagee:

Name: **Manulife Bank Of Canada**
Address: Manulife Bank Mortgage Administration,
500 King Street North, Delivery Station 500-G-A,
Waterloo, Ontario N2J 4C6

Manner of Tenure:

NOT APPLICABLE.

Limitation of Right, Title or Interest
Mortgaged:

Fee simple.

Particulars of Security:

Collateral security for the payment obligations described in the mortgage and, in addition, the liabilities of the following person or persons:

For payment obligations, other than interest or costs (including interest on overdue interest), the mortgage secures an amount owing or remaining unpaid at any time, of up to \$_____. For payment obligations that are interest (including interest on overdue interest), the mortgage secures an amount owing or remaining unpaid at any time up to the Manulife Bank Prime rate (as defined in this mortgage), plus 7%, per annum, calculated monthly not in advance and payable monthly (both before and after demand, maturity, default or judgment) and interest on overdue interest up to the same rate and calculated and payable in the same way. For costs, this mortgage secures them without limit.

Statutory Covenants and Conditions Excluded ALL.

Optional Covenants and Conditions Included MLIC-2894

The recitals, affidavits, statutory declarations or other documents attached hereto as Schedule "D" form part of this collateral mortgage.

The mortgagor mortgages (subject to the specified limitation) to the mortgagee in the specified manner of tenure the specified parcel as collateral security, the particulars of which are specified.

The mortgagor acknowledges receipt of the text of the covenants and conditions which are contained in this mortgage by reference to a distinguishing number or by virtue of subsection 25(4) of the *Land Titles Act*, and agrees to be bound by them to the same extent as if set out at length herein.

The spouse of the mortgagor joins in this instrument and consents to this disposition for the purpose of complying with section 19 of the *Marital Property Act*. The spouse also agrees to the terms set out under **Spouses and other parties or interests** in this mortgage.

Each person signing this mortgage as a guarantor guarantees all payment obligations as defined in the mortgage. The guarantee is on the terms set out in part 3 (**Guarantees or other support**) of the General Mortgage Terms. The guarantor also agrees to the terms set out under **Spouses and other parties or interests** in this mortgage.

The additional party or additional parties agree to the terms set out under **Spouses and other parties or interests** in this mortgage.

Date: _____, _____.

Witness:
Name: _____

Mortgagor:
Name: _____

Signature: _____

Signature: _____

Witness:
Name: _____

Mortgagor:
Name: _____

Signature: _____

Signature: _____

Schedule "D"

To a collateral mortgage between: _____

and **Manulife Bank of Canada**, and dated _____, _____.

Memorandum of Encumbrance