

Collateral Mortgage

This mortgage is dated _____, and is made between you, the person or persons giving the mortgage,

and us,

Manulife Bank of Canada

Manulife One Administration, 500 King Street North, Delivery Station 500-M-A, Waterloo, Ontario N2J 4C6,

Address in Province (*if required*):

and, as an additional party or additional parties,

1. **Meanings.** This mortgage includes the Standard Mortgage Terms attached hereto. Terms defined in the Standard Mortgage Terms and used herein have the meanings respectively ascribed to them in the Standard Mortgage Terms.
2. **Agreement.** You agree to comply with your obligations under the mortgage, and we agree to comply with ours. Your agreement requires you to comply with the Standard Mortgage Terms.
3. **Grant of mortgage.** In consideration for the Operating Agreement, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by you, you hereby grant, mortgage and charge to us and our heirs and successors, all of your interest in and to the land located at _____ being more specifically described in the Schedule to this mortgage. The security in this section is in addition to the security in the Standard Mortgage Terms.
4. **General.** You give us the mortgage to secure the payment obligations described in the mortgage, including those described in the Standard Mortgage Terms. Without limiting this, the obligations secured include every liability described in the mortgage, owing by a person whose liability the mortgage shows that it secures. For purposes of registration of a notice of this mortgage at the Registry of Deeds for the Province of Newfoundland and Labrador, and without limiting the provisions of the Standard Mortgage Terms, you agree that this mortgage secures an amount owing or remaining unpaid at any time, of up to \$ _____.
5. **Spouses and other parties or interests.** Every person who is a party to the mortgage who is a spouse consents to the mortgage where it affects the interest of the person's spouse, and postpones every claim as spouse to the mortgage. Every person who is a party to the mortgage, other than you and us, and including a guarantor, agrees with us as follows. Where the person has an interest in the property and the interest is not being mortgaged under other terms of the mortgage, the person gives us security over the interest in the same way as if the person was you, or agrees to do so. This applies whether the interest exists when the mortgage is given, or comes into existence after then. As to the interest, the person grants, mortgages, charges, bargains, sells, releases all claims on, assigns, gives a security interest in, transfers, and subleases, the property to us and our heirs and successors in the ways set out in the mortgage. As to the interest, the person agrees to be subject to all of the terms of the mortgage, and gives us all of the powers under the mortgage, as if the person was

you. Where the person has a claim on money that leads to payment obligations, the person releases us from any liability for the claim. The person enters into this mortgage in return for, among other things, one dollar, which the person has received.

You confirm that you have received a copy of this mortgage, including our Standard Mortgage Terms, and a copy of the Operating Agreement. Each other person signing this mortgage confirms receiving a copy of this mortgage, including our Standard Mortgage Terms.

[signature page follows]

SIGNED, SEALED and DELIVERED)
in the presence of:)
)
Witness:)
)
_____)
Name: _____))
[Barrister (NL), Commissioner for Oaths (NL),)
Notary Public (NL) or Justice of the Peace (NL.))
Delete whichever does not apply, or all if none apply.))
*If signed by a notary public or a commissioner for)
oaths, witness should also impress his or her stamp.*)
)
If signed and witnessed out of the Province of NL:)
)
[A Notary Public or Commissioner for Oaths in and)
for _____ My)
commission expires on _____,)
_____.])
*Delete whichever does not apply, witness should also)
impress his or her stamp.*)
)
)

_____ ●

Name:

_____ ●

Name:

_____ ●

Name:

Schedule A

Description of Land

Legal description of land and survey to be attached.

Affidavit of Age and Spousal Status

[I/We], _____

_____, of the _____ of _____ in the

_____, make oath and say:

1. [I/We] understand that “spouse” means either of two persons who:
 - (a) are married to each other,
 - (b) are married to each other by a marriage that is voidable and has not been voided by a judgment of nullity, or
 - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year, and includes a widow or widower.
2. [I/We] understand as follows. “Matrimonial home” means the dwelling and real property occupied by a person and his or her spouse as their family residence, and owned by either or both of them, whether their occupation occurred before, on or after July 1, 1980. If the property mortgaged includes an interest in a share of a corporation entitling the owner to occupy a dwelling unit owned by the corporation, the mortgage is a mortgage of the dwelling unit owned by the corporation. Where a dwelling has up to three apartments, those apartments are part of the matrimonial home. Spouses may have more than one matrimonial home.
3. [I/We] understand that a cohabitation agreement under Part IV of the *Family Law Act* is an agreement between two persons who are cohabiting or intend to cohabit in a conjugal relationship and who are not married to each other in which they agree on their rights and obligations during cohabitation, or on ceasing to cohabit, or on death.
4. When [I/We] made the attached mortgage, [I/We] had attained the age of majority.
5. When [I/We] made the attached mortgage: *Strike out inapplicable clauses.*
 - (a) [I was not/Neither of us was] a spouse and, while [I/we] had an interest in the property mortgaged, [I/we] had neither ever been a spouse, nor ever entered into a cohabitation agreement under Part IV of the *Family Law Act*. *If these statements cannot be made, other proof is required that no one else has an interest in the property mortgaged.*
 - (b) [I was a spouse and _____ was my spouse/ We were spouses of each other]. While [I/we] had an interest in the property mortgaged, [I/we] had neither ever had another spouse nor ever entered into a cohabitation agreement under Part IV of the *Family Law Act*. *If these statements cannot be made, other proof is required that no one else has an interest in the property mortgaged.*
6. When I made the attached mortgage: *Unless the statement in section 5(a) is completed, use at least one of the following clauses and strike out the others. Note that, even if one of the following clauses can be completed, other proof is required that no one else has an interest in the property mortgaged if the statement in section 5(b) cannot be made.*
 - (a) We were spouses of each other as defined by the *Family Law Act* at the time of the execution of the enclosed Mortgage, the property mortgaged is a matrimonial home and to the best of our knowledge, information and belief, there were no other persons who have vested rights in the property being mortgaged under the attached Mortgage pursuant to *Family Law Act*.
 - (b) The property mortgaged had never been, and no part of it had ever been, the matrimonial home of me and my spouse.
 - (c) My spouse had released all rights to the property mortgaged by a separation agreement or marriage contract.
 - (d) My spouse had released all rights to the property mortgaged by a designation made under section 9 of the *Family Law Act*, and it had not been changed or cancelled. The designation was registered at the Registry at _____.
 - (e) *Strike out inapplicable clause.* The mortgage was authorized by a court order. *Or.* The property mortgaged had been released as a matrimonial home by a court order. The court order is dated the _____, and recorded at the Registry of Deeds at Roll _____, Frame _____.

[signature page follows]

(Severally) sworn before me, at
the _____, this _____ day of
_____, 20____.

Witness:

Name: _____

[Barrister (NL), Commissioner for Oaths (NL),
Notary Public (NL) or Justice of the Peace (NL.)

*Delete whichever does not apply, or all if none
apply.*

*If signed by a notary public or a commissioner for
oaths, witness should also impress his or her stamp.*

If signed and witnessed out of the Province of NL:

[A Notary Public or Commissioner for Oaths in and
for _____. My
commission expires on

_____, _____.]

*Delete whichever does not apply, witness should
also impress his or her stamp.*



Name:

Name:

Certificate of Execution

I, _____, a *(delete those of the following that do not apply)* Barrister (NL), Commissioner for Oaths (NL), Justice of the Peace (NL) or Notary Public in and for the _____ of

_____, and residing at _____, do hereby certify: *(Delete the words below that do not apply.)*

1. _____ and _____ is/are known to me or his/her/their identity has been proved to my satisfaction.

2. He/she/they acknowledged that he/she/they was/were aware of the contents of the attached instrument and executed it voluntarily at _____ on _____, 20 .

3. He/she/they acknowledged that he/she/they is/are of the age of majority.

In testimony whereof I have hereunto set my hand and affixed my notarial seal at _____ on _____, 20 .

Name: _____

[Barrister (NL), Commissioner for Oaths (NL), Notary Public (NL) or Justice of the Peace (NL.)

Delete whichever does not apply, or all if none apply.

If signed by a notary public or a commissioner for oaths, witness should also impress his or her stamp.

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commission expires on _____, _____.]

Delete whichever does not apply, witness should also impress his or her stamp.