

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:

- a. 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");
- b. 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 _____, _____;
- c. 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 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:

- a. 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");
- b. 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 _____, _____;
- c. 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)	

AFFIDAVIT OF EXECUTION

PROVINCE OF NEWFOUNDLAND AND LABRADOR

I, _____ of _____ in the Province of Newfoundland and Labrador, make oath and say as follows:

1. **THAT** I was present and did see the signature(s) of _____ and _____ affixed to the within document and that I am the subscribing witness to such execution.

SWORN TO at _____,)
in the Province of Newfoundland and)
Labrador, this _____ day of)
20 ____ .)
)
)
)
)
)

A Barrister, Commissioner of Oaths or) _____
Notary Public)
)

AFFIDAVIT OF STATUS

PROVINCE OF NEWFOUNDLAND AND LABRADOR

We, _____ and _____, of the _____ of _____, in the Province of Newfoundland and Labrador, make oath and say as follows:

- 1. **THAT** we are the Mortgagors described in the within Mortgage and as such have full knowledge of the facts herein deposed.
- 2. **THAT** we are spouses of each other as defined by the *Family Law Act* (Newfoundland and Labrador) at the time of the execution of the within Mortgage.
- 3. **THAT** the property described in the within Mortgage **is / is not** a matrimonial home under the provisions of the *Family Law Act* (Newfoundland and Labrador).
- 4. **THAT** to the best of our knowledge, information and belief, there are no other persons who have vested rights in the property being mortgaged under the attached Mortgage pursuant to the *Family Law Act* (Newfoundland and Labrador).
- 5. **THAT** we are both at least nineteen (19) years of age.
- 6. **THAT** we are both residents of Canada within the intent and meaning of the *Canada Income Tax Act* and amendments thereto and intend to remain residents until the completion of this transaction.
- 7. **THAT** to the best of our knowledge, information and belief, at this date there are no statutory liens of any kind whatsoever charging or encumbering our assets and specifically the property herein more particularly described in the attached mortgage.

SEVERALLY SWORN TO at _____)
 _____, in the _____)
 Province of Newfoundland and Labrador,)
 this _____ day of _____)
 _____, 20____.) _____
) _____
) _____
) _____
) _____
 _____) _____
 A Barrister, Commissioner of Oaths or)
 Notary Public)