

Charge/Mortgage of Land  
Land Titles Act

|   |   |   |   |  |  |  |  |                        |   |   |   |  |
|---|---|---|---|--|--|--|--|------------------------|---|---|---|--|
| (1) Mortgagor(s):   |   |   |   |  |  |  |  |                        |   |   |   |  |
| (2) Address of Mortgagor(s):  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (3) How Property Held - Tenancy:  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (4) Mortgagee: CANADIAN IMPERIAL BANK OF COMMERCE   |   |   |   |  |  |  |  |                        |   |   |   |  |
| (5) Address and Postal Code of Mortgagee  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (6) Legal Description of Mortgaged  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (7) Principal Amount:   |   |   |   |  |  |  |  |                        |   |   |   |  |
| (8) Interest/Estate Charged: FEE SIMPLE <input type="checkbox"/> or LEASEHOLD <input type="checkbox"/> (check one)<br>Subject to the encumbrances and interests listed below or which apply under the <i>Land Titles Act</i>  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (9) Payment Provisions  |   |   |   | (b) Interest Rate                      |  |  |  | (c) Calculation Period |   |   |   |  |
| (a) Principal Amount \$   |   |   |   | SEE SCHEDULE                           |  |  |  | SEE SCHEDULE           |   |   |   |  |
| (d) Interest Adjustment Date  | M | D | Y | (e) Payment Date and Period            |  |  |  | (f) First Payment Date | M | D | Y |  |
|   |   |   |   | ON DEMAND                              |  |  |  |                        |   |   |   |  |
| (g) Last Payment Date   |   |   |   | (h) Amount of Each Payment             |  |  |  |                        |   |   |   |  |
|   |   |   |   | SEE STANDARD MORTGAGE TERMS Dollars \$ |  |  |  |                        |   |   |   |  |
| (i) Balance Due Date  |   |   |   | (j) Insurance                          |  |  |  |                        |   |   |   |  |
|   |   |   |   | SEE STANDARD MORTGAGE TERMS Dollars \$ |  |  |  |                        |   |   |   |  |
| (10) Standard Form Mortgage   |   |   |   |  |  |  |  |                        |   |   |   |  |
| This mortgage includes the terms contained in the Standard Form Mortgage that was filed with the Registrar under the <i>Land Titles Act</i> as number 160,271, as those terms have been varied by any deletions from, or amendments or additions to, the Standard Form Mortgage made in this document. The Mortgagor(s) acknowledge that he/she understand the nature of the foregoing statement. |   |   |   |  |  |  |  |                        |   |   |   |  |
| (11) Acknowledgments  |   |   |   |  |  |  |  |                        |   |   |   |  |
| The Mortgagor(s) acknowledge  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (a) that the Mortgagor(s) understands the nature of the statements set out in box 10 hereof,  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (b) that the Mortgagor(s) have been given a copy of the Standard Form Mortgage referred to in box 10 hereof,  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (c) that the Mortgagor(s) are the registered owner(s) of the land being mortgaged,  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (d) that the Mortgagor(s) mortgage to the Mortgagee all of the Mortgagor(s) estate and interest in the lands described in box 6 hereof for the purposes of securing the repayment in the manner set out above of the principal amount, interest and all other amounts secured by this mortgage; and   |   |   |   |  |  |  |  |                        |   |   |   |  |
| (e) Schedule "A" attached hereto forms part of this charge/mortgage.  |   |   |   |  |  |  |  |                        |   |   |   |  |
| (12) Execution  |   |   |   |  |  |  |  |                        |   |   |   |  |
| The Mortgagor has signed this Mortgage on _____, _____.   |   |   |   |  |  |  |  |                        |   |   |   |  |
| _____<br>Witness  |   |   |   | _____<br>Mortgagor                     |  |  |  |                        |   |   |   |  |
| _____<br>Witness  |   |   |   | _____<br>Mortgagor                     |  |  |  |                        |   |   |   |  |

(13) Affidavit of Execution

I, \_\_\_\_\_, of \_\_\_\_\_,  
\_\_\_\_\_ (occupation) make oath and say:

1. THAT I was personally present and did see \_\_\_\_\_ and \_\_\_\_\_  
named in the within instrument, who \_\_\_\_\_ personally known to me to be the person(s) named therein,  
**duly sign**, seal and execute the same for the purposes named therein.
2. THAT the same was executed at the \_\_\_\_\_ of \_\_\_\_\_,  
in Nunavut and that I am a subscribing witness thereto.
3. THAT I know the said \_\_\_\_\_ and \_\_\_\_\_  
and he/she/they/is/are in my belief of the full age of nineteen years.

Sworn before me at \_\_\_\_\_ )  
in Nunavut \_\_\_\_\_ )  
this \_\_\_\_\_ day of \_\_\_\_\_ ) Signature

\_\_\_\_\_  
A Commissioner for Oaths In and For Nunavut  
A Notary Public In and For the (affix notarial seal)

My commission/appointment expires/does not expire as I am a:

Prior Encumbrances referred to:

Schedule A

1.

This schedule forms part of a mortgage made pursuant to the *Land Titles Act*. The following terms when used in this schedule have the meanings ascribed to them in the set of Standard Mortgage Terms referred to in Box (10) of the mortgage of which this schedule forms part:

Agreement(s)

Debt

CIBC Prime Rate
2.

**Interest Rate**

The interest rate is a variable rate per year equal to the CIBC 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 CIBC Prime Rate changes.

Despite the interest rate noted above, the interest rate you will pay on any part of the Debt will be the interest rate specified in the relevant Agreement which relates to that part of the Debt. 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, you will pay interest on such part of the Debt at the interest rate.

Interest is payable both before and after demand and both before and after default and judgment.