



Consumer General Collateral Mortgage

Mortgage

This **Mortgage** made this _____ day of _____, 2_____.

Between

hereinafter called the "Mortgagor",

Of the First Part,

- and -

Canadian Imperial Bank of Commerce, a Chartered Bank

hereinafter called the "Mortgagee",

Of the Second Part,

- and -

hereinafter called the "Spouse of the Mortgagor",

Of the Third Part,

- and -

hereinafter called the "Guarantor",

Of the Fourth Part,

You grant the Mortgagee a charge on your property, described or referred to in Schedule "A", as security for the payment of the debt, the aggregate balance of which (exclusive interest and any other charges payable under this mortgage at any given time) shall not \$ _____ dollars in relation to this Mortgage.

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

The terms, conditions and covenants set out in Schedule B are incorporated by this reference and form part of this mortgage and each person who signs this mortgage is bound to them. Words defined in Schedule "B" have the meanings set out therein when used in this mortgage including Schedule "B" whether or not they are in upper case or lower case.

The Spouse of the Mortgagor consents to this mortgage and conveys to the Mortgagee all the right, title and interest of such spouse in the lands and premises hereby mortgaged, subject to the provisions for payment described in this mortgage.

Each person who signs this Mortgage acknowledges receipt of a copy.

IN WITNESS WHEREOF the parties hereto, other than the Mortgagee, have executed this Mortgage on the day first above written.

Signed, sealed and delivered

in the presence of:

_____	}	_____
Witness		*Mortgagor*
_____		_____
Witness		*Spouse of Mortgagor*
_____		_____
Witness		*Guarantor*

Schedule A
Property

**Affidavit of Execution and Matrimonial Property Act
Affidavit combined
(Corporate)
Province of Nova Scotia**

Canada
Province Of Nova Scotia
County of _____

I, _____, of _____, Province of Nova Scotia
make oath and say as follows:

1. **That** I am the _____, of _____ (the "Company");
2. **That** the lands described in the within Mortgage are not occupied by any shareholder as a dwelling nor is any shareholder entitled to use the lands as a dwelling and the lands have never been so occupied while the lands have been owned by the Company.
3. **That** the Company is not a non resident of Canada as defined in the *Income Tax Act* (Canada).
4. **That** I acknowledge that the properly authorized signatories of the Company have executed the foregoing Mortgage and affixed its seal to this Mortgage in its behalf on the date of this affidavit.
5. **That** this acknowledgment is made for the purpose of registering this Mortgage pursuant to section 79 of the **LAND REGISTRATION ACT**.

Sworn to at _____,
in _____ County,
Province of Nova Scotia, this ____ day of
_____, 2____, before me:

A Commissioner of the Supreme Court of Nova Scotia

)

Affidavit of Execution and Matrimonial Property Act
Affidavit combined
(Individual)
Province of Nova Scotia

Canada
Province Of Nova Scotia
County of _____

I/We, _____, of _____, Province of Nova Scotia
make oath and say as follows:

1. **That** I/we/am/are the Mortgagor(s) and Mortgagor's Spouse in the foregoing Mortgage and am/are of the full age of nineteen (19) years.
2. **That** I/we/am/are now, and intend to be at the date of closing, residents of Canada within the meaning of the *Income Tax Act* (Canada).
3. **That** for the purpose of this my/our affidavit, "**spouse**" means two people who:
 - a) are married to each other;
 - b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - 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; or
 - d) are parties to a domestic partner declaration made in accordance with section 53 of the *Vital Statistics Act*.
4. **That** for the purpose of this affidavit "**spouse**" includes an individual who is a party to a registered domestic partner declaration made in accordance with section 53 of the *Vital Statistics Act*.

**Use the following when both spouses execute either as
a Mortgagor or Mortgagor's Spouse or Guarantor**

5. **That** we are the spouses of each other and we have no other spouse as defined herein nor, with respect to the within property:
 - a) any former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*,
 - b) any former spouse with rights under the *Matrimonial Property Act*.

Select "one" of the following when the signature of a spouse is not present

- That** as of the date hereof, I am not a spouse and I have no:
 - a) former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, nor
 - b) any former spouse with rights under the *Matrimonial Property Act*.
- That** the property described in this Mortgage is the matrimonial home of myself and my spouse, _____, and my said spouse has released all his or her rights with respect thereto pursuant to the *Matrimonial Property Act* by executing a Separation Agreement or Marriage Contract within the meaning of the *Matrimonial Property Act* to that effect and I have no other spouse as defined herein.

- That** the property described in this Mortgage has never been occupied by me or my spouse as our matrimonial home and I have no other spouse as defined herein.
- That** an instrument executed by myself and my spouse, designating property not described in this Mortgage as our matrimonial home dated the day of _____, 2____ is registered pursuant to section 7 of the *Matrimonial Property Act* at the Registry of Deeds in _____ in Book _____, page _____ and has not been cancelled and the property described in this Mortgage has not been designated by myself and my said spouse and I have no other spouse as defined herein.
- That** the within disposition was authorized or the property has been released as a matrimonial home by order of the _____ court dated the _____ day of _____, 2____ and recorded at the Registry of Deeds in _____, in Book _____ at page _____.

6. **That** I/We acknowledge(s) that I/we executed the foregoing Mortgage on the date of this affidavit. This acknowledgment is made for the purpose of registering this Mortgage pursuant to section 31 (a) of the **LAND REGISTRATION ACT**.

Sworn to (Severally) at _____ ,
in _____ County,
Province of Nova Scotia, this _____ day of
_____, 2____, before me:



A Commissioner of the Supreme Court of Nova Scotia