



Consumer General Collateral Mortgage

Mortgage

Made in pursuance of the enactments respecting short forms of indentures.

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

Canada
Province Of Prince Edward Island

**Affidavit
Individual - Prince Edward Island**

I/we, _____, of _____, in _____ County,
Province of Prince Edward Island

Make oath and say as follows:

1. **That** I/we/ am/are the Mortgagor(s) named in the annexed Indenture and am/are of the full age of eighteen (18) years.
2. **That** I/we am/are now and intend to be at the closing, resident(s) of Canada within the meaning of the *Income Tax Act* (Canada).
3. **That** for the purpose of this Affidavit, "**Act**" means the *Family Law Act*, R.S.P.E.I. 1988, Cap.F-2.1, "**family home**" means every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence; "**property**" means the lands described in the Schedule to the annexed Indenture; and "**spouse**" means either of a man and woman who: i) are married to each other; or ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under the *Act*.
4. **That** the property is not now the subject of a Court Order, interim or otherwise, made pursuant to the *Act*.

(Select only "one" applicable option)

5. ☐ **That** we are, as of the date hereof, spouses of one another and have no other spouse nor have any former spouse with rights to the property under the *Act*.
- ☐ **That** I am not a spouse and at the time of making the disposition or encumbrance evidenced by the annexed deed was not a spouse.
- ☐ **That** I (am/am not) living separate and apart from my spouse and the property is not being occupied by me and my spouse as our family home.
- ☐ **That** my spouse, _____, has released all rights to the property acquired pursuant to Part II of the *Act* by a written Separation Agreement made between us dated the _____ day of _____, 2_____.
- ☐ **That** the property is not designated by both me and my spouse as a family home and an Instrument designating another property as a family home of me and my spouse is registered and has not been revoked.

Sworn to before me at _____,
in _____ County, Province
of Prince Edward Island, this _____ day of
_____, 2_____.

A Commissioner for taking affidavits in the Supreme Court.

Name of Mortgagor

Name of Mortgagor

Canada
Province Of Prince Edward Island

Affidavit
Corporate Mortgagor - Prince Edward Island

I, _____, of _____, in _____ County,
Province of Prince Edward Island

Make oath and say as follows:

1. I am the _____, of the corporate Mortgagor named in the annexed indenture and am of the full age of eighteen (18) years.
2. I am a resident of Canada within the meaning of *the Income Tax Act* (Canada).
3. For the purpose of this Affidavit, "**Act**" means the *Family Law Act*, R.S.P.E.I. 1988, Cap.F-2.1; "**family home**" means every property in which a married person has an interest and that is, or if the spouses are living separate and apart was at the time of separation, ordinarily occupied by the person and his or her spouse as their family residence; "**property**" means the lands described in the Schedule to the annexed Indenture; and "**spouse**" means either of a man and woman who: i) are married to each other; or ii) have together entered into a marriage that is voidable or void, in good faith on the part of the person asserting a right under the *Act*.
4. The property is not now the subject of a Court Order, interim or otherwise, made pursuant to the *Act*.
5. The property has never been occupied by myself, my spouse, or any other person (or their spouses) who are associated with or a shareholder of the corporate Mortgagor as a family home.

Sworn to before me at _____,
in _____ County, Province
of Prince Edward Island, this _____ day of
_____, 2_____.

Name of Officer/Director

A Commissioner for taking affidavits in the Supreme Court.

Prince Edward Island

Commissioner Certificates

[Complete one of the certificates below for each signatory to the Mortgage]

[For witness – Individuals]

On the _____ day of _____, 2____, personally appeared before me

of _____, in _____ County, Province of Prince Edward Island, and
being sworn, testified that she/he is a subscribing witness to the within written deed or writing and that he/she was
present and did see the same duly executed by _____ and
_____, therein named.

Commissioner

[For witness – Corporate]

On the _____ day of _____, 2____, personally appeared before me

of _____, in _____ County, Province of Prince Edward Island, and
being sworn, testified that she/he is a subscribing witness to the within written deed or writing and that he/she was
present and did see the same duly executed by _____ and
_____, the duly authorized signing officers of
_____, therein named.

Commissioner

[For Mortgagor(s)/Guarantor(s) to acknowledge when witness not commissioned]

On the _____ day of _____, 2____, personally appeared before me

and of _____, in _____ County, _____
and he/she/they separately acknowledged that he/she/they did freely and voluntarily execute the within written deed or
writing, to and for the purposes therein mentioned.

Commissioner