

Charge/Mortgage of Land
Land Titles Act

(1) Mortgagor(s)										
(2) Address of Mortgagor(s)										
(3) How Property Held - Tenancy										
(4) Mortgaggee CANADIAN IMPERIAL BANK OF COMMERCE										
(5) Address and Postal Code of Mortgaggee										
(6) Legal Description of Mortgaged Land										
(7) Principal Amount										
(8) Interest/Estate Charged										
(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			Dollars \$			
				N/A						
(i) Balance Due Date				(j) Insurance			Dollars \$			
				FULL REPLACEMENT VALUE						
(10) Standard Form Mortgage										
The Mortgagor(s) acknowledges that this charge/mortgage of land consists of the terms contained herein and is subject to the terms contained in the Standard Form Mortgage that was filed with the Registrar under the <i>Land Titles Act</i> as number . The Mortgagor(s) acknowledge that he/she understand(s) the nature of the foregoing statement and that the mortgage consists of the terms set out herein and the terms set out in the Standard Form Mortgage referred to herein.										
(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 all of the Mortgagor(s) estate and interest in the lands described in box 6 hereof for the purposes of securing the payment of the principal amount, interest and all other amounts secured by this charge/mortgage, and										
(e) Schedule "A" attached hereto forms part of this charge/mortgage.										
(12) Execution										
The Mortgagor has signed this Mortgage on _____, _____.										
_____ Witness				_____ Mortgagor						
_____ Witness				_____ Mortgagor						
(13) Dower - Consent of Spouse										
I, _____ being married to the within named _____										
do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by the <i>Dower Act</i> to the extent necessary to give effect to the said disposition.										
_____ Signature of Spouse										

(14) Certificate of Acknowledgement by Spouse

*Strike out whichever inapplicable.

1. This document was acknowledged before me by _____ apart from * her husband/his wife.
2. _____ acknowledged to me that *she/he:
- (a) Is aware of the nature of the disposition;
- (b) Is aware that the *Dower Act* gives *her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
- (c) Consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to *her/him by the *Dower Act* to the extent necessary to give effect to the said disposition;
- (d) is executing the document freely and voluntarily without any compulsion on the part of *her husband/his wife.

DATED at _____ in the Province of _____, this _____ day of _____.

Signature of Solicitor

(15) Dower Affidavit

I, _____, of _____, make oath and say:

1. I am the mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____, _____ as instrument number _____ granted by the mortgagor) named in the within instrument.
2. I am (or my principal is) not married.
- OR
- Neither myself nor my spouse (or my principal nor his/her spouse) have resided on the within mentioned land at any time since our (or their) marriage.
- OR
- I am (or my principal is) married to _____ being the person who executed the release of dower rights registered in the Land Titles Office on _____, _____ as instrument number _____.

OR

A judgment for damages was obtained against me by my spouse (or my principal by his/her spouse) and registered in the Land Titles Office on _____, _____ as instrument number _____.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____) Signature

A Commissioner for Oaths In and For the Province of Alberta
A Notary Public In and For the _____ of _____

(16) 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 the Province of _____ 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 eighteen years.

Sworn before me at _____)
in the Province of _____)
this _____ day of _____) Signature

A Commissioner for Oaths In and For the Province of Alberta
A Notary Public In and For the _____ of _____

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.