

Canada

Province of Newfoundland and Labrador

[Town / City/ of _____]

**IN THE MATTER OF the *Family Law Act* for the
Province of Newfoundland and Labrador**

And

IN THE MATTER of a Mortgage

BETWEEN: Canadian Imperial Bank of Commerce (as "Mortgagee")

And: _____ (as "Mortgagors")

Affidavit of Status with Warranties

We, _____ and _____, of _____,
in the Province of Newfoundland and Labrador,

Make oath and say as follows:

1. **THAT** we are the Mortgagors making the within mortgage or charge (the "Mortgage") and thereby mortgaging the property described therein, or described in the Schedule thereto annexed (the "Property") unto the Mortgagee and as such, we have personal knowledge of the facts herein set forth.
2. **THAT** the words "Spouse", "Matrimonial Home", "Marriage Contract", "Cohabitation Agreement" and "Separation Agreement" as hereinafter used shall have the same meanings as defined in the *Family Law Act*, RSNL 1990, c. F-2 (the "Act"). At the date of execution of the Mortgage:
 - a) we are at least 19 years of age;
 - b) we are Spouses of one another;
 - c) the Property is our Matrimonial Home;
 - d) we have not at any time entered into a Cohabitation Agreement, a Marriage Contract, or a Separation Agreement that involves or affects the Property;
 - e) we have not had any former Spouse or cohabiting partner with any right, title or interest in or claim to the Property under the Act;
 - f) we agree to mortgage our interest in the Property; and
 - g) no other person had any vested rights or any unregistered interest in the Property save in respect to any registered restrictions or covenants that run with the Property.
3. **THAT** in consideration of completing the mortgage of the Property, we warrant that:
 - a) there are no leased chattels affixed to or situate in or on the Property;
 - b) any chattels charged in the Mortgage are unencumbered; and
 - c) the Property does not contain Urea Formaldehyde Foam Insulation

which warranties shall survive the closing of the transaction regarding the mortgage of the Property and notwithstanding such closing shall continue in full force and effect for the benefit of the Mortgagee.

4. **THAT** we have not:
- a) operated a proprietorship, been a partner in a partnership or been a director of an incorporated company that is or was an employer under the provisions of the *Workplace Health, Safety and Compensation Act*, RSNL 1990, c. W-11;
 - b) operated any venture required to collect or pay a provincial tax or royalty; or
 - c) made an assignment in bankruptcy pursuant to the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3.
5. **THAT** we are residents of Canada within the meaning of the *Income Tax Act*, R.S.C. 1985 (5th Supp.), and have no present intention of changing this status.
6. **THAT** we are not employers under:
- a) the *Labour Standards Act*, RSNL 1990, c. L-2; or
 - b) *Revenue Administration Act*, SNL 2009, c. R-15.01.
7. **THAT** at the date of execution of the Mortgage we were not liable for any tax or other debt imposed under:
- a) the *Revenue Administration Act*, SNL 2009, c. R-15.01., or
 - b) the *Excise Tax Act*, R.S.C. 1985, c. E-15.
8. **THAT** to the best of our knowledge, information and belief at the date of execution of the Mortgage:
- a) there are no statutory liens of any kind whatsoever charging or encumbering our assets and specifically the Property;
 - b) there are no outstanding judgments registered with the Office of the High Sheriff of Newfoundland and Labrador against us; and
 - c) there was no underground oil tank located on the Property, and we have never been aware of any oil leak on the Property, either before or during our ownership.
9. **THAT** we make this Affidavit conscientiously believing the information contained herein to be true and knowing that it is of the same force and effect as if made under oath, and by virtue of the *Canada Evidence Act*, R.S.C. 1985, c. C-5, knowing that it is an offence to make false statements in an Affidavit.
10. **THAT** all Acts of Canada or the Province of Newfoundland and Labrador referred to herein shall be deemed to include any amendments to such Acts.

Severally sworn to

at _____, Newfoundland and Labrador,
this _____ day of _____,
before me

Notary Public, Commissioner of Oaths or
Justice of the Peace for the Province of
Newfoundland and Labrador

} _____

