



## The *Land Titles Act*, 2000 (Saskatchewan) Mortgage CIBC Consumer General Collateral Mortgage

As collateral security and for the better securing of payment to us of the Indebtedness (in an amount not exceeding the Amount Secured) and performance of all other obligations under this Mortgage, you,

\_\_\_\_\_ ,  
hereby mortgage to us, all of your estate and interest in the Property as further and better described below:

*Delete inapplicable paragraph a) or b).*

- ☐ a) **You as owner.** Being the registered owner of an estate in fee simple (subject only to any Liens or claims approved by us in writing), you mortgage the Property to us.
- ☐ b) **You as lessee.** Being the owner of a leasehold interest in the Property (subject only to any Liens or claims approved by us in writing), you mortgage and sublease the Property to us for and during the unexpired residue of the term of each lease (except the last day of each such lease), and every other estate, term, right of renewal and other interest which you have in each lease. Where, at any time before the full performance of all of your obligations under this Mortgage, you acquire the freehold estate to all or any part of the Property, you hereby agree and undertake to, and shall mortgage that freehold estate to us.

You agree that, for the purposes of this Mortgage:

### DESCRIPTION OF THE PROPERTY

The following is the legal description of the Property:

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Surface Parcel Number: \_\_\_\_\_

Legal Land description:

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## Payment Provisions

The "Principal Amount" is \$ \_\_\_\_\_

## 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.

This Mortgage may secure two or more different obligations to us. The interest rates and the other terms of each of the obligations set out in the Agreements are not changed or otherwise affected as a result of you giving us this Mortgage.

## Additional Terms and Conditions

You further agree that the Additional Terms and Conditions (Saskatchewan) and any schedules which follow this page form part of this Mortgage. Capitalized terms used herein have the meanings set out in the Additional Terms and Conditions.

You acknowledge having received a true copy of this Mortgage.

You have signed this Mortgage this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Signed, sealed and delivered**

in the presence of:

\_\_\_\_\_  
Witness

Our address in connection with this Mortgage is:

\_\_\_\_\_

### Consent of Non-Owning Spouse

I, \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, consent the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above disposition in favour of Canadian Imperial Bank of Commerce to the extent necessary to give effect to this mortgage.

\_\_\_\_\_  
Signature of Non-Owning Spouse

### Certificate of Acknowledgement

I, \_\_\_\_\_, a Notary Public/Practicing Solicitor, **certify that** I have examined \_\_\_\_\_, non-owning spouse of \_\_\_\_\_, the owning spouse, in the above mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

1. Signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
2. Understands his or her rights in the homestead.

**I further certify that** I have not, nor has my employer, partner or clerk prepared the above mortgage **and that** I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

\_\_\_\_\_  
**A Notary Public** in and for the Province of Saskatchewan.  
My appointment expires:

\_\_\_\_\_  
OR Being a Solicitor in and for the Province of Saskatchewan.

### The Homestead Act, 1989 – Affidavit

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
Province of Saskatchewan, **severally make oath and say that:**

1. I am the mortgagor named in the within mortgage.
2. a) My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.  
or  
b) I have no spouse.  
or  
c) My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signatory of this disposition.  
or  
d) My spouse and I have entered into an interspousal agreement pursuant to *The Family Property Act* in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.  
or  
e) An order has been made by the Court of Queen's Bench for Saskatchewan pursuant to *The Family Property Act* declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

**Sworn** before me at the \_\_\_\_\_  
of \_\_\_\_\_  
in the Province of Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_

}

\_\_\_\_\_  
**A Commissioner for Oaths** in and for the Province of Saskatchewan.  
My **Commission** expires:

\_\_\_\_\_  
OR Being a Solicitor

## Affidavit of Execution

Province of Saskatchewan

To wit:

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I, \_\_\_\_\_

of the \_\_\_\_\_ of \_\_\_\_\_

in the Province of Saskatchewan, **make oath and say:**

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

**Sworn** before me at the \_\_\_\_\_

of \_\_\_\_\_

in the Province of Saskatchewan, this \_\_\_\_\_ day

of \_\_\_\_\_, \_\_\_\_\_

}

**A Commissioner for Oaths** in and for the Province of Saskatchewan.  
My **Commission** expires:

OR Being a Solicitor