



Mortgage

The parties to this mortgage are:

the “Mortgagor(s)”

and

**Canadian Imperial Bank of Commerce**, a Chartered Bank, having an office, among others, at 1809 Barrington Street, Halifax, Nova Scotia

the “Mortgagee”

and

the “Spouse of the Mortgagor”

and

the “Guarantor”

In consideration of the Principal Sum received by the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor as beneficial owner grants, bargains, sells, aliens, releases, conveys and confirms unto the Mortgagee, its successors and assigns forever, all and singular those lands and premises described in Schedule "A" hereto;

Together with all buildings and improvements thereon, and the rights and appurtenances to the lands and premises belonging or appertaining, and all the estate, right, title, right and title, dower, right of dower, property, claim and demand, both at law and in equity of the Mortgagor of, in, to or out of the lands, and every part thereof;

To have and to hold the said lands and the appurtenances unto the Mortgagee, its successors and assigns forever.

Provided this mortgage shall be void on the payment to the Mortgagee, it successors or assigns, of the Principal Sum in dollars of lawful money of Canada with interest at the rate hereinafter provided from the date hereof (as well after as before maturity and both before and after default and judgment) to be calculated half-yearly not in advance in each year on so much of the Principal Sum hereby secured as shall from time to time remain unpaid until the whole of the Principal Sum is paid; and payment of taxes and all other amounts to which the Mortgagee is entitled under the provisions of this mortgage, and for the performance of statute labour. The Principal Sum and interest to be paid as follows:

**Principal Sum:** \$ \_\_\_\_\_ of lawful money of Canada advanced to the Mortgagor on this mortgage.

**Interest Rate:** \_\_\_\_\_ % per annum

**How Interest Calculated:** compounded semi-annually not in advance.

**Interest Adjustment Date:** \_\_\_\_\_ , \_\_\_\_\_ .

**Term:** \_\_\_\_\_ commencing on the Interest Adjustment Date and ending on the Maturity Date.

**Payments:** The Mortgagor will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the Principal Sum with interest at the rate set out above, and taxes and all other amounts as and when payable under this mortgage;

Check off the appropriate box applicable

- ☐ Fixed Rate Closed
- ☐ Fixed Rate Open
- ☐ CIBC Better Than Posted Fixed Rate

The Mortgagor will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the said Principal Sum with interest thereon at the above specified rate per

annum, calculated semi-annually not in advance as well as after as before maturity of this mortgage until paid, as follows:

Interest at the aforesaid rate on the amounts from time to time advanced, computed from the respective dates of such advances to and including the day preceding the Interest Adjustment Date shall become due and be paid on the Interest Adjustment Date;

provided that, the Mortgagee may require the aforesaid interest on the principal advances from time to time, computed from the date of such advance, to become due and payable in regular payments, and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the Interest Adjustment Date and at the option of the Mortgagee interest so due and payable may be deducted from advances;

and thereafter the said Principal Sum together with interest thereon at the aforesaid rate, computed from the Interest Adjustment Date, shall become due and be paid by regular payments of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) each (which include principal and interest) on the \_\_\_\_\_ day of \_\_\_\_\_ to and including the \_\_\_\_\_ day of \_\_\_\_\_, and the balance of the said Principal Sum then remaining unpaid and all accrued and unpaid interest and other moneys (if any) then owing under this mortgage to become due and paid on the date last mentioned.

**Payment Dates:** commencing on the first day of \_\_\_\_\_, \_\_\_\_\_ and continuing on the first day of each and every following month of the term, and the balance of the Principal Sum and all interest thereon and all other moneys owing under this mortgage shall become due and be paid on the Maturity Date.

**Maturity Date:** \_\_\_\_\_, \_\_\_\_\_.

**Place of Payment:** to the Mortgagee at such place as the Mortgagee may designate from time to time.

The terms, conditions and covenants set out in Schedule "B" hereto are incorporated in and form part of this mortgage and the signatories hereto agree to be bound thereby.

The Spouse of the Mortgagor consents to this mortgage and conveys to the Mortgagee all of 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.

Dated on: \_\_\_\_\_, \_\_\_\_\_.

**Signed, sealed and delivered**  
in the presence of:

\_\_\_\_\_ LS  
Mortgagor

\_\_\_\_\_ LS  
Mortgagor

\_\_\_\_\_ LS  
Spouse of the Mortgagor

\_\_\_\_\_ LS  
Guarantor