

Mortgage The *Land Titles Act*

1. I/We, _____ (hereinafter called “the Mortgagor(s)”) being registered as owner(s) of:

- ☐ leasehold estate in possession
- ☐ an estate in fee simple

subject, however, to such encumbrances, liens and interests as are notified by memorandum underwritten or endorsed hereon or which apply under the *Land Titles Act*, in that piece of land described as follows:

in consideration of the sum of _____ DOLLARS (\$ _____) of lawful money of Canada, lent to me by **Canadian Imperial Bank of Commerce**, a bank duly chartered under the laws of Canada, having its Head Office in the City of Toronto, in the Province of Ontario, (who and whose successors and assigns are hereinafter included in the expression, the “Mortgagee”), the receipt of which sum the Mortgagor does hereby acknowledge, covenant with the Mortgagee:

2. Repayment

Check off the appropriate box applicable

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

First, that the Mortgagor will pay to the Mortgagee in lawful money of Canada the sum lent to me as aforesaid with interest thereon at ____ per centum (____ %) per annum, compounded semi-annually not in advance as well 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 _____ day of _____, _____ shall become due and be paid on the date last mentioned (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 aforesaid 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 amount 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 amount 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.

3. And for the better securing of the said Mortgagee, the repayment in manner aforesaid of the principal sum and interest, and all other amounts hereby secured, the Mortgagor hereby mortgages to the said Mortgagee, all the Mortgagor’s estate and interest in the land above described.

4. Standard Form Mortgage Terms

The Mortgagor further agrees that the Standard Form Mortgage Terms and any Schedules annexed hereto, form part of this Mortgage.

5. The Mortgagor(s) acknowledge(s) that this charge / mortgage of land consists of the terms contained in this form and is subject to the terms contained in the Standard Form Mortgage Terms that were filed with the Registrar under the *Land Titles Act* as number _____. The Mortgagor(s) acknowledge(s) that he /she understands the nature of this statement and that the mortgage consists of the terms set out in this document and the terms set out in the noted Standard Form Mortgage Terms, as varied by any deletions from, or amendments or additions to, the terms of the standard form mortgage.

6. The undersigned Mortgagor acknowledges having received a true copy of this Mortgage and copy of the Standard Form Mortgage Terms.

In witness whereof the Mortgagor has hereunto signed this _____ day of _____ , _____ .

Signed, by the above named as Mortgagor(s), in the presence of:

The address of the Mortgagee is: Canadian Imperial Bank of Commerce, PO Box 115, Commerce Court Postal Station, Toronto, ON M5L 1E5

ENCUMBRANCES REFERRED TO:

Affidavit of Execution

Canada

To wit:

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I, _____
of the _____
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 purpose named therein.
2. That the same was executed at the _____ in the _____ and that I am the subscribing witness thereto.
3. That I know the said _____ and in my belief _____ of the full age of nineteen years.

Sworn before me at _____

in the _____

this _____ day of _____ , _____

}

A Commissioner for taking Affidavits, etc.

Affidavit of Mortgagor

Canada

To wit:

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

1. That I am the within named Mortgagor and that I am of the full age of nineteen years.
2. That I am the registered owner or the person entitled to be the registered owner of the within described lands.

Sworn before me at _____

in the _____

this _____ day of _____ , _____

}

A Commissioner for taking Affidavits, etc.

Affidavit of Mortgagor

Canada

To wit:

}

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

1. That I am the within named Mortgagor and that I am of the full age of nineteen years.
2. That I am the registered owner or the person entitled to be the registered owner of the within described lands.

Sworn before me at _____

in the _____

this _____ day of _____ , _____

}

A Commissioner for taking Affidavits, etc.