



Loan No. \_\_\_\_\_

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, 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 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. Additional Terms and Conditions

The Mortgagor further agrees that the Standard Mortgage Terms and any Schedules which are 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 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 Mortgage Terms, as varied by any deletions from, or amendments or additions to, the terms of the standard form mortgage.
6. The undersigned Mortgagor(s) acknowledges having received a true copy of this Mortgage and copy of the Standard 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:

}

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:

}

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.

}

\_\_\_\_\_

Statement of Age

I, \_\_\_\_\_, the mortgagor in the attached instrument, am the full age of nineteen years.

\_\_\_\_\_  
Date Name

I, \_\_\_\_\_, the mortgagor in the attached instrument, am the full age of nineteen years.

\_\_\_\_\_  
Date Name

(A Family Law Act Declaration must be completed by each individual signing the mortgage. If a statement in paragraph 7 of the Family Law Act Declaration is selected, the Consent of Spouse must be completed.)

FAMILY LAW ACT DECLARATION

I, \_\_\_\_\_, of the \_\_\_\_\_, in \_\_\_\_\_

MAKE OATH AND SAY THAT:

- 1. I am a registered owner of the mortgaged property described in this mortgage.
- 2. I understand that I have a “spouse”, as defined in the *Family Law Act* if:
  - a) I am married;
  - or
  - b) I am not married but I have lived together with another person in a conjugal relationship outside marriage:
    - i) for a period of at least two years;
    - or
    - ii) in a relationship of some permanence with that other person and the other person and I are the natural or adoptive parents of a child.
- 3. I understand that it is possible to have more than one “spouse” as defined in the *Family Law Act* and if I have more than one spouse, I must complete a separate *Family Law Act* Declaration in respect of each spouse. This would apply if, for instance, I am still legally married but I am living with a common law spouse.
- 4. I understand the Mortgagee is relying on this declaration for the purpose of ensuring that I have complied with the provisions of the *Family Law Act* in connection with this mortgage and that the granting of this mortgage does not contravene the provisions of the *Family Law Act*.
- 5. My spouse does not need to consent to this mortgage because:

Initial only one statement in paragraphs 5, 6 or 7  
\_\_\_\_\_ I do not have a spouse; or  
\_\_\_\_\_ The mortgaged property has been released from the application of the *Family Law Act* pursuant to a court order dated \_\_\_\_\_

- 6. My spouse, whose name is \_\_\_\_\_, does not need to consent to this mortgage because:
  - \_\_\_\_\_ My spouse has signed this mortgage; or
  - \_\_\_\_\_ My spouse has not signed this mortgage but my spouse and I do not reside in the mortgaged property; or
  - \_\_\_\_\_ My spouse has not signed this mortgage but my spouse and I are separated and did not reside in the mortgaged property at the time of our separation; or
  - \_\_\_\_\_ My spouse has released all rights to the mortgaged property under a domestic contract dated \_\_\_\_\_, \_\_\_\_\_
- 7. My spouse’s consent to this mortgage is required because I have a spouse that has not signed this mortgage, whose name is \_\_\_\_\_ and
  - \_\_\_\_\_ My spouse and I now reside in the mortgaged property; or
  - \_\_\_\_\_ My spouse and I resided in the mortgaged property at the date of our separation.

DECLARED BEFORE ME at \_\_\_\_\_,  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
(A Commissioner for Oaths in and for the Territory of Nunavut)



\_\_\_\_\_