



Mortgage  
The Land Titles Act

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

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

The rate of interest chargeable on the principal amount of \$ \_\_\_\_\_ and on all other amounts payable under this mortgage is a variable rate a year.

The following completed section applies:

- ☐ **Applicable to a CIBC Variable Flex Mortgage**

**This is a CIBC Variable Flex Mortgage.**

The interest rate for the CIBC Variable Flex Mortgage is equal to the CIBC Prime Rate plus \_\_\_\_\_% a year. This rate will change as the CIBC Prime Rate changes. The CIBC Prime Rate on the date of the mortgage is \_\_\_\_\_% a year. Therefore, the CIBC Variable Flex Mortgage rate as of the date of the mortgage is \_\_\_\_\_% a year calculated daily using a simple interest formula, which is the same as if it was calculated yearly, not in advance.

- ☐ **Applicable to a variable rate open mortgage**

**This is a variable rate open mortgage.**

The interest rate for the variable rate open mortgage is equal to the CIBC Prime Rate plus \_\_\_\_\_% a year. This rate will change as the CIBC Prime Rate changes. The CIBC Prime Rate on the date of the mortgage is \_\_\_\_\_% a year. Therefore, the variable rate open mortgage rate as of the date of the mortgage is \_\_\_\_\_% a year calculated daily using a simple interest formula, which is the same as if it was calculated yearly, not in advance.

3. And for the better securing of the said Mortgagee, the repayment in the 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. The Mortgagor will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the principal amount with interest at the rate determined in accordance with paragraph 2, and taxes and all other amounts as and when payable under this mortgage:

- a) Until \_\_\_\_\_, (the “Interest Adjustment Date”), interest at the current mortgage rate in effect from time to time on the principal amount, or on such part thereof as has been from time to time advanced, computed from (and including) the date the principal amount or any such part is advanced until (but excluding) the interest adjustment date, shall, if the Mortgagee so requires, become due and shall be paid in monthly instalments commencing on the first day of the month next following the first such advance of the principal amount, and continuing on the first day of each and every month thereafter, and the balance, if any, of such interest shall become due and shall be paid on the interest adjustment date. If the Mortgagee does not so require, all of such interest shall become due and shall be paid on the interest adjustment date. At the option of the Mortgagee, interest so due and payable may be deducted from such advances.
- b) Following the interest adjustment date, the said principal amount together with interest thereon at the aforesaid rate 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.

5. Additional Terms and Conditions
- The Mortgagor further agrees that the Standard Form Mortgage Terms and any Schedule annexed hereto, form part of this Mortgage.
6. 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.
7. The undersigned Mortgagor acknowledges having received a true copy of this Mortgage and a copy of the Standard Form Mortgage Terms.

In witness whereof the Mortgagor has signed this Mortgage this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

X

X

}

X

X

The address of the Mortgagee is:  
Canadian Imperial Bank of Commerce, PO Box 115, Commerce Court Postal Station, Toronto ON M5L1E5

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 \_\_\_\_\_,  
X \_\_\_\_\_  
A Commissioner for taking Affidavits, etc

X \_\_\_\_\_

Affidavit of Mortgagor

Canada  
To wit:

I, \_\_\_\_\_  
of 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 \_\_\_\_\_,  
X \_\_\_\_\_  
A Commissioner for taking Affidavits, etc

X \_\_\_\_\_

Affidavit of Mortgagor

Canada  
To wit:

I, \_\_\_\_\_  
of 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 \_\_\_\_\_,  
X \_\_\_\_\_  
A Commissioner for taking Affidavits, etc

X \_\_\_\_\_

Statement of Age

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

\_\_\_\_\_X\_\_\_\_\_  
DateName

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

\_\_\_\_\_X\_\_\_\_\_  
DateName

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

}X\_\_\_\_\_