



Mortgage  
The Land Titles Act

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

1. This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
BETWEEN:

being the registered owner of the mentioned lands subject to the encumbrances, liens and interests notified by the memorandum underwritten.

\_\_\_\_\_  
(called the “Mortgagor(s)”) of the first part: \_\_\_\_\_

AND:  
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, and having an office at 110 Main Street, City of Whitehorse, Yukon Territory, Y1A 2A8.  
\_\_\_\_\_  
(called the “Mortgagee”)

of the second part: \_\_\_\_\_  
AND:

\_\_\_\_\_  
(called the “Mortgagee”) of the third part: \_\_\_\_\_

Witnesseth that in consideration of the sum of \_\_\_\_\_  
DOLLARS (\$ \_\_\_\_\_) (the “principal amount”), now paid by the Mortgagee to the Mortgagor(s) (the receipt whereof is acknowledged), and for the better securing to the said Canadian Imperial Bank of Commerce the repayment in the manner described, of the principal sum and interest, the Mortgagor(s) **Mortgages** unto the Mortgagee, its successors and assigns, forever, all the Mortgagor’s estate and interest in:  
\_\_\_\_\_  
\_\_\_\_\_

Subject to the following encumbrances (if any):  
\_\_\_\_\_  
\_\_\_\_\_  
(the “said lands”)

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/minus] \_\_\_\_\_% 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/minus] \_\_\_\_\_% 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.

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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(s) further agrees that the Additional Terms and Conditions Form No. 5453 and any further schedule(s) attached hereto, form part of this Mortgage.

6. The undersigned Mortgagor(s) acknowledges having received a true copy of this mortgage.

In witness whereof the Mortgagor (and the Guarantor, if applicable) has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

X  
\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City or Town

\_\_\_\_\_  
Occupation of Witness  
(Witness as to both signatures)

X  
\_\_\_\_\_  
Signature of Mortgagor

X  
\_\_\_\_\_

\_\_\_\_\_

ENCUMBRANCES (for Land Titles Office purposes only):

In the Matter of the *Family Property and Support Act*

Affidavit of Consent of Spouse

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
Print Name City  
\_\_\_\_\_, hereby make oath and state as follows:  
Province/Territory

1. I am the spouse of \_\_\_\_\_
2. I hereby give my full consent to the transaction evidenced by the within Mortgage.
3. I make this Affidavit pursuant to the provisions of the *Family Property and Support Act* of the Yukon Territory.

Sworn before me at \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
A Notary Public in and for the

}

X \_\_\_\_\_

Affidavit of Execution

Canada  
Yukon Territory  
To wit:

I, \_\_\_\_\_ of \_\_\_\_\_ in the  
Print Name City  
\_\_\_\_\_, \_\_\_\_\_,  
Province/Territory Occupation

make oath and say that:

1. My name, occupation and address are correctly set forth above.
2. I was personally present and did see \_\_\_\_\_ the party(ies) to the attached Mortgage,  
who identified \_\_\_\_\_ to me to be the person(s) named therein, execute the Mortgage  
for the purposes named therein.
3. The said Mortgage was executed at \_\_\_\_\_ in the \_\_\_\_\_,  
and I am the subscribing witness thereto.
4. That the said \_\_\_\_\_ is/are in my belief of the full age of nineteen

Sworn before me at \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
A Notary Public in and for the Canada Yukon Territory

}

X \_\_\_\_\_

Affidavit

Canada  
Yukon Territory

I/We \_\_\_\_\_ of \_\_\_\_\_, in the  
\_\_\_\_\_ hereby (severally) make oath and say:

1. I/We am/are the person(s) making the disposition or encumbrance evidenced in the mortgage attached hereto.
2. The word “property” as used herein means the property described in the attached mortgage.
3. The words “spouse” and “family home” as used herein are defined in Section 1 and Section 21 respectively of the *Family Property and Support Act*, RSYT., 1986, c.63 (the “Act”).
4. When I/we executed the attached mortgage:  
\_\_\_\_\_ I was a spouse and \_\_\_\_\_ was my spouse;  
\_\_\_\_\_ I was not a spouse;  
\_\_\_\_\_ We were spouses of one another.

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5.

a) the property has never been occupied by myself and my spouse as our family home;

b) the property has never been occupied by myself and my spouse as our family home since the cancellation of its designation as our family home under Section 24 or 27 of the Act;

c) the property is not designated as a family home under Section 24 of the Act, and an instrument designating another property as a family home of myself and my spouse is registered under Section 24 of the Act;

d) my spouse has released all rights under Part II of the Act by a Separation Agreement between myself and my spouse;

e) the mortgage to which this affidavit is attached is authorized by a Court Order (or an Order has been made releasing the property as a family home) and such Order has not been appealed, the time for appeal has expired and no application for leave to appeal or to extend the time to appeal has been made.
6. I do not have/neither of us have a spouse or former spouse who has any right to possession of the property including a right by reason of an Order of the Court or a Separation Agreement, as contemplated in Section 22(2) of the Act.

Sworn before me at \_\_\_\_\_  
in the \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
A Notary Public in and for the Canada Yukon Territory

}

X \_\_\_\_\_