Charge/Mortgage of Land
Land Titles Act

(1) Mortgagor(s)

(2) Address of Mortgagor(s)

(3) Legal Description of Mortgaged Lands

(4) Name and Address of any Guarantor(s) (if applicable)

(5) Maximum Principal Amount for which Guarantor is Liable (if applicable)
(If not completed, the Guarantor shall be liable for the full amount of the Mortgage)

(6) Mortgagee
Computershare Trust Company of Canada
C/O CMLS Financial Ltd.
530 8th Ave SW
Suite 1000
Calgary AB T2P3S8

(7) Payment Provisions

(a) Principal Amount $				(b) Interest Rate % per annum	(c) Calculation Period			
(d) Interest Adjustment Date	M	D	Y	(e) Payment Date and Period	(f) First Payment Date	M	D	Y
(g) Last Payment Date				(h) Amount of Each Payment Dollars $				
(i) Balance Due Date				(j) Insurance Dollars $				

(8) Standard Mortgage Terms
Each Mortgagor acknowledges and confirms that this charge/mortgage of land consists of the terms contained herein 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 131037998.

(9) Additional Terms

(a) ☐ **THIS MORTGAGE IS NOT A HIGH-RATIO MORTGAGE**

☐ **THIS MORTGAGE IS A HIGH-RATIO MORTGAGE TO WHICH SECTIONS 43(4.1) AND (4.2) AND 44(4.1) AND (4.2) OF THE *LAW AND PROPERTY ACT* APPLY. YOU AND ANYONE WHO, EXPRESSLY OR IMPLIEDLY, ASSUMES THIS MORTGAGE FROM YOU, COULD BE SUED FOR ANY OBLIGATION UNDER THIS MORTGAGE IF THERE IS A DEFAULT BY YOU OR BY A PERSON WHO ASSUMES THIS MORTGAGE.**

(b) **See Mortgage Schedule (CMLS Un-Insured Mortgage) attached.**

(10) Acknowledgements

Each Mortgagor acknowledges

(a) that he/she understands the nature of the statements set out in clause 8;

(b) that he/she has been given a copy of the Standard Mortgage Terms referred to in clause 8;

(c) that he/she is a registered owner of the land being mortgaged, and

(d) that the Mortgage is a mortgage of all of the Mortgagor's estate and interest in the lands described in clause 3 hereof for the purposes of securing the payment of the principal amount, interest, and all other amounts secured by this Charge/Mortgage of Land.

(11) Execution

Each Mortgagor has executed this Mortgage on ______________________________________, ________.

____	____
Witness	Mortgagor
____	____
Witness	Mortgagor

(12) Execution By Guarantor

The Guarantor hereby acknowledges that the Guarantor has been given a copy of the Standard Mortgage Terms and has read and fully understands the terms describing the obligations of the Guarantor.

The Guarantor has executed this Mortgage on ______________________________________, ________.

____	____
Witness	Guarantor

(13) Affidavit of Execution

I, ______________________________, ________________________________ of

(name of witness) (occupation)

____ in the Province of Alberta, make oath and say:

(address of witness)

(a) That I was personally present and did see ___________________________________ and _______________________________ named in the within instrument, who are personally known to me to be the person(s) named therein , duly sign, seal, and execute the same for the purposes named therein.

(b) That the same was executed at the ___________________ of ________________________, in the Province of Alberta and that I am a subscribing witness thereto.

(c) That I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me at ___________________________,	)	
in the Province of ____________________________,	)	
this ___________ day of _______________, ________.	)	
	)	
	)	
____	)	____
A Commissioner for Oaths in and for the Province of Alberta	)	Signature of Witness
	)	
	)	

(14) Consent of Spouse

I, _________________________________, being married to the within named
(name of spouse)

_________________________________, do hereby give my consent to the disposition of our homestead
(name of mortgagor)

made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by *The Dower Act* to the extent necessary to give effect to the said disposition.

____
Signature of Non-Owning Spouse

(15) Certificate of Acknowledgement by Spouse

1. This document was acknowledged before me by ______________________________ apart from her husband/his wife. (name of spouse)
2. _________________________ acknowledged to me that she/he:
   - (a) Is aware of the nature of the disposition;
   - (b) Is aware that the *Dower Act* gives her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
   - (c) Consents to the disposition for the purpose of giving up the life state and other downer rights in the homestead given to her/him by the *Dower Act* to the extent necessary to give effect to the said disposition;
   - (d) Is executing the document freely and voluntarily without any compulsion on the part of her husband/his wife.

DATED at _______________________ in the Province of _________________________, this ___________

day of __________________________, _____________.

____
Signature of Solicitor

(16) Dower Affidavit

I, __________________________________, of _______________________________, make oath and say:

(a) I am the Mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on ______________________, as instrument number ________________________ granted by the Mortgagor) named in the within instrument.

(b) I am (or my principal is) not married.

OR

Neither myself nor my spouse (or my principal nor his spouse) have resided on the within mentioned land at any time since our (or their) marriage.

OR

I am (or my principal is) married to _________________________________ being the person who executed the release of dower rights registered in the Land Titles Office on _____________________________, ______________________ as instrument number _____________________________.

OR

A judgment for damages was obtained against me by my spouse (or my principal by his spouse) and registered in the Land Titles Office on ____________________________, _______________________ as instrument number _____________________________.

Sworn before me at _________________________,)
in the Province of ___________________________,)
this ___________ day of _______________, ________.)
)
)

______________________________ A Commissioner for Oaths in and for the Province of Alberta	)))	______________________________ Signature of Mortgagor (or agent)

(17) The Guarantees Acknowledgment Act (Alberta)
Certificate of Notary Public

I hereby certify that:

1. ______________________________ of ______________________________ in the Province of
(Guarantor)
______________________________, the Guarantor in the guarantee dated
______________________,

made between **Computershare Trust Company of Canada** and
______________________________,
(Guarantor)
to which this certificate is attached or noted upon, appeared in person before me and acknowledged that he/she had executed the guarantee; and

2. I satisfied myself by examination of the Guarantor that he/she is aware of the contents of the guarantee and understands it.

Given at ________________________ this ______________ day of ________________, __________, under my hand and seal of office.

(Seal of Notary Public)

____
A Notary Public in and for the Province of Alberta

____

(Guarantor to sign in Presence of Notary Public)

STATEMENT OF GUARANTOR

I am the person named in the certificate ____
Signature of Guarantor