

**THIS MORTGAGE** made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

*IN PURSUANCE OF THE ENACTMENTS RESPECTING SHORT FORMS OF INDENTURES.*

**BETWEEN:**

[●]

(hereinafter called the "Mortgagor")

OF THE FIRST PART

- and -

**COMPUTERSHARE TRUST COMPANY OF CANADA**

(hereinafter called the "Mortgagee")

OF THE SECOND PART

- and -

[● - *Delete if inapplicable*]

(hereinafter called the "Guarantor")

OF THE THIRD PART

**WITNESSETH THAT** in consideration of the mutual covenants, conditions and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

1. The Property by which this Mortgage is secured is described in Schedule "A" attached hereto.
2. The principal amount secured by this Mortgage is \$[●] (the "**Principal Amount**").
3. Interest shall be charged on the Mortgage Loan Amount in accordance with the terms of this Mortgage at a [fixed/variable] interest rate of [●] per annum.
4. The Interest Adjustment Date is the [●] day of [●], 20[●].
5. The term of the Mortgage Loan is [● years/months], and it is a [**closed/open**] term.
6. The term of this Mortgage will end on the [●] day of [●], 20[●].

7. Regular Payments shall be made [monthly, semi-monthly, bi-weekly, weekly].
8. The first Regular Payment is due on the [●] day of [●], 20[●].
9. The last Regular Payment is due on the [●] day of [●], 20[●].
10. As of the date of this Mortgage, the amount of each Regular Payment is \$[●].
11. The address of the Mortgagor is: [●]
12. The address of the Mortgagee is:

c/o Rocket Mortgage Canada ULC  
 1000-530 8<sup>th</sup> Avenue SW,  
 Calgary, AB T2P 3S8

13. The address of each Guarantor is: [●] *[Delete if inapplicable]*
14. This Mortgage contains the covenants and conditions which are set out in Schedule "B" attached hereto.
15. Each Mortgagor and, if applicable, each Guarantor acknowledges having received a true copy of this Mortgage.

**IN WITNESS WHEREOF** the Mortgagor has properly executed this Mortgage the day and year first above written. *[Select appropriate signature block for individual or corporation and delete non-applicable signature block.]*

SIGNED, SEALED AND DELIVERED  
 In the presence of

\_\_\_\_\_

Witness



\_\_\_\_\_

Name:

SIGNED, SEALED AND DELIVERED  
 In the presence of

\_\_\_\_\_

Witness



\_\_\_\_\_

Name:

SIGNED, SEALED AND DELIVERED  
in the presence of:

[● - Insert name of corporation]

Per: \_\_\_\_\_

Name:

Title:

And: \_\_\_\_\_

Name:

Title:

\_\_\_\_\_  
Witness

**IN WITNESS WHEREOF** the Guarantor(s) has/have properly executed this Mortgage  
the day and year first above written.

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**CONSENT OF SPOUSE** [Delete if inapplicable]

I, [●], am the spouse of the Mortgagor (the “Spouse”), and pursuant to the *Family Law Act* (Prince Edward Island), as amended from time to time, and any legislation substituted therefor, I hereby consent to the Mortgage and release and convey any and all right, title and interest which I may have with respect to the Lands to the Mortgagee.

I acknowledge having received a copy of the Mortgage prior to giving my consent to the Mortgage.

SIGNED, SEALED AND DELIVERED  
In the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

**CERTIFICATE OF EXECUTION (INDIVIDUALS)**

I certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, one/two of the parties hereto, properly executed the same in my presence and I have signed as witness to such execution.

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A Barrister / Commissioner of Oaths in and  
for the Province of Prince Edward Island

**CERTIFICATE OF EXECUTION (INDIVIDUALS)**

I certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, one/two of the parties hereto, properly executed the same in my presence and I have signed as witness to such execution.

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A Barrister / Commissioner of Oaths in and  
for the Province of Prince Edward Island

**CERTIFICATE OF EXECUTION (BODY CORPORATE)**

I certify that on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, one of the parties hereto, caused the same to be executed by the hand of its duly authorized officer(s) in my presence, and I have signed as witness to such execution.

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A Barrister / Commissioner of Oaths in and  
for the Province of Prince Edward Island

**SPOUSAL AFFIDAVIT**

I/We, \_\_\_\_\_, of \_\_\_\_\_, in the County of \_\_\_\_\_, Province of \_\_\_\_\_, make oath and say as follows:

1. THAT I am/we are the Mortgagor [and the Spouse (*delete if inapplicable*)] in the foregoing Indenture and I am/we are of the full age of 18 years and more;
2. I am/we are now and intend to be at the closing a resident/residents of Canada within the meaning of the Income Tax Act (Canada).
3. THAT for the purposes of this affidavit:
  - (a) "Act" means the *Family Law Act*, S.P.E.I. 1995, c.12;
  - (b) "family home" means every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence;
  - (c) "property" means the lands described in the Schedule to the annexed Indenture;
  - (d) "spouse" means an individual who, in respect of another person, (i) is married to the other person; or (ii) has entered into a marriage with the other person that is voidable or void; or (iii) is not married to the other person but is cohabiting with him or her in a conjugal relationship and has done so continuously for a period of at least three years.
4. The property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.

[DELETE THE PROVISIONS THAT DO NOT APPLY]

5. I am not a spouse and at the time of making the disposition or encumbrance evidenced by the annexed Indenture was not a spouse.
5. I am/am not living separate and apart from my spouse and the property is not being occupied by me and my spouse as our family home.
5. My spouse, \_\_\_\_\_, has released all rights to the property acquired pursuant to Part II of the Act by a written Separation Agreement made between us dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.
5. The property is not designated by both me and my spouse as a family home and an Instrument designating another property as a family home of me and my spouse is registered and has not been revoked

SWORN TO at \_\_\_\_\_, in the  
County of \_\_\_\_\_, Province of \_\_\_\_\_,  
this \_\_\_\_\_ day of \_\_\_\_\_

} \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_, before me:

Name:

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A Barrister / Commissioner of Oaths in  
and for the Province of Prince Edward  
Island

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Name:

**SCHEDULE "A"**

**DESCRIPTION OF PROPERTY**

[NTD: Insert legal description of Property]