

Collateral Mortgage

The Land Titles Act, 2000

This mortgage is dated _____, and is made between you, the person or persons giving the mortgage,

_____,
and us,

Manulife Bank of Canada

at Manulife One Administration, 500 King Street North, Delivery Station 500-M-A,
Waterloo, Ontario N2J 4C6,

Address in Province (if required):

and, as spouse,
_____.

1. **Meanings.** The mortgage includes the Standard Mortgage Terms attached hereto.
2. **Agreement.** You agree to comply with your obligations under the mortgage, and we agree to comply with ours.
3. **Grant of mortgage.** In consideration for the Operating Agreement, the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by you, you hereby grant, mortgage and charge to us and our heirs and successors, all of your interest in and to the land located at _____.

_____.

The security in this section is in addition to the security in the Standard Mortgage Terms.

4. **General.** You give us the mortgage to secure the payment obligations described in the mortgage, including those described in the Standard Mortgage Terms. Without limiting this, the obligations secured include every liability described in the mortgage, owing by a person whose liability the mortgage shows that it secures. For purposes of registration of a notice of this mortgage at the Land Titles Office for the Province of Saskatchewan, and without limiting the provisions of the Standard Mortgage Terms, you agree that this mortgage secures an amount owing or remaining unpaid at any time, of up to \$ _____.
5. **Spouses and other parties or interests.** Every person who is a party to the mortgage who is a spouse consents to the mortgage where it affects the interest of the person’s spouse, and postpones every claim of the person to the mortgage. Every person who is a party to the mortgage, other than you and us, and including a spouse or guarantor, agrees with us as follows. Where the person has an interest in the property or its proceeds, and the interest is not being mortgaged under other terms of the mortgage, the person gives us security over the interest in the same way as if the person was you, or agrees to do so. This applies whether the interest exists when the mortgage is given, or comes into existence after then. As to the interest, the person grants, mortgages, charges, bargains, sells, releases all claims on, assigns, gives a security interest in, transfers, and subleases, the property to us and our heirs and successors in the ways set out in the mortgage. As to the interest, the person agrees to be subject to all of the terms of the mortgage, and gives us all of the powers under the mortgage, as if the person was you. Where the person has a claim on money that leads to payment obligations, the person releases us from any liability for the claim. The person enters into this mortgage in return for, among other things, one dollar, which the person has received.

You confirm that you have received a copy of this mortgage, including the Standard Mortgage Terms. Each other person signing this mortgage confirms receiving a copy of this mortgage, including the Standard Mortgage Terms.

[Signature Page Follows]

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:

Witness:



Name:



AFFIDAVIT OF EXECUTION

I, _____, of _____ in the Province of _____, MAKE OATH AND SAY THAT:

1. **THAT** I was personally present and did see _____ named in the within mortgage 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 _____, in the Province of _____, and that I am the subscribing witness thereto.
3. **THAT** I know the said _____ named and he/she/each is in my belief, of the full age of eighteen years.

SWORN BEFORE ME at _____ in the Province)
 of _____, this _____ day of)
 _____, 20 _____.)

A COMMISSIONER FOR OATHS

for the Province of _____

My commission expires: _____

Manulife, Manulife Bank & Stylized M Design, and Stylized M Design are trademarks of The Manufacturers Life Insurance Company and are used by it, and by its affiliates under license.