

**Manulife One / Manulife Bank Select Account
SOLICITOR'S FINAL REPORT ON TITLE
TO MANULIFE BANK OF CANADA
("MANULIFE BANK")**

Manulife One/Manulife Bank Select Account No. _____

Account Activation (Closing) Date _____

Manulife One/Manulife Bank Select Account Holder(s): _____ (the "Mortgagor(s)")

Civic Address and Postal Code of Mortgaged Property: _____

Brief Legal Description of Mortgaged Property: _____

_____ (the "Mortgaged Property")

Principal Amount of the Mortgage: \$ _____ (the "Mortgage")

Mailing Address of Mortgagor(s), if different than as specified in the Mortgage: _____

In accordance with Manulife Bank's Standard Letter of Instructions to Solicitors dated the ____ day of _____, 20 ____ (the "Solicitor's Instructions") and relative to the Closing, the Mortgage, and Manulife Bank's security, we are pleased to report as follows:

1. CERTIFICATE

We certify that all applicable requirements of the Solicitor's Instructions have been satisfied and further confirm our Solicitor's Interim Report on Title and Request for Funds dated the ____ day of _____, 20 ____, with all certifications and confirmations contained therein being restated for the purposes hereof, as if made on and as of the date hereof, **excepting** only the following amendment(s) that was authorized by Manulife Bank in writing, prior to any advance on Closing:

2. REGISTRATION DETAILS

MORTGAGED PROPERTY AND MORTGAGE DETAILS

Please find **enclosed** a duplicate/registered copy of the Mortgage and/or certified copy of title to the Mortgaged Property.

The Mortgage was prepared and executed in accordance with the Solicitor's Instructions and registered on the ____ day of _____, 20 ____ as against the Mortgaged Property at the Registry/Land Titles Office for the Registry/Land Titles Division of _____ as Instrument Number _____ and further particulars are as follows:

PID or Status/Certificate of Title Number to the Mortgaged Property: _____

Mortgagor (include all, if more than one): Name

Address:

Mortgagee: Manulife Bank of Canada

REGISTRATION OPINION

The Mortgagor(s) has good and marketable title to the Mortgaged Property. The Mortgage constitutes a valid and enforceable _____-ranking (in accordance with Manulife Bank’s prior, written instructions) mortgage, registered as against the Mortgaged Property, in favour of Manulife Bank. Save for the Mortgage, the Mortgaged Property is otherwise free and clear of all registered encumbrances, judgements, liens and other charges and there are no rights or other claims having priority over the Mortgage, otherwise affecting its validity, or the marketability of the Mortgaged Property, **excepting:**

We confirm that relative to the foregoing: (i) Manulife Bank has been advised of same, prior to the issuance of our Solicitor’s Interim Report on Title and Request for Funds and/or this Solicitor’s Final Report on Title; (ii) same was deemed acceptable to Manulife Bank, as confirmed in writing; and, (iii) same are neither detrimental to Manulife Bank’s security, nor to the marketability of the Mortgaged Property.

3. PROPERTY AND OTHER TAXES

Please find **enclosed** a current tax certificate (or account statement) for the Mortgaged Property.

We confirm that:

(i) all outstanding property taxes have been paid in full to Closing;

or

(ii) the applicable municipality or taxation authority has an instalment program for payment of property taxes, the Mortgagor(s) has elected to participate in such program and we have received satisfactory confirmation that the Mortgagor(s) is registered in such program, with all scheduled payments due to Closing having been made.

We confirm that all other taxes past due and current interest and installment charges owing relative to the Mortgaged Property (including, as applicable any outstanding utility account(s) giving rise to a lienable interest in the Mortgaged Property) and penalties owing have been paid in full to Closing. We confirm that, unless otherwise approved in writing by Manulife Bank, no portion of the net amount advanced by the Manulife Bank was used to pay any property or other tax arrears.

4. FIRE/HAZARD INSURANCE

We confirm that a certificate of insurance for the Mortgaged Property has been placed, responsive to the following: fire/hazard insurance with a Broad Form or Comprehensive Form package of not less than 100% of the full replacement cost of the building(s), with “Manulife Bank of Canada at 500 King Street North, Waterloo, ON N2J 4C6” listed as first loss payee and mortgagee, including the standard mortgage clause approved by the Insurance Bureau of Canada.

5. WRITS OF EXECUTION

On the date of advance of the Manulife Bank funds there were no outstanding Writs of Execution or registered Construction Lien Act claims, Certificate(s) of lis pendens or other registered charges, which would affect Manulife Bank’s security, nor were we then aware of any such charges.

6. CONDOMINIUM UNITS

We **enclose** herewith a Status Certificate, estoppel certificate, Strata Form B, or the equivalent in our province or territory of the condominium corporation and we confirm that there are no arrears of common expenses or liens claimed by the condominium corporation against the Mortgaged Property.

Relative to the certificate of insurance and the Mortgaged Property, we confirm there is currently in force adequate fire and extended coverage over the entire condominium premises and individual unit package coverage for the interior of the Mortgaged Property’s premises.

7. ENCLOSURES

We **enclose** originals (unless otherwise noted) of the following for your records:

- i. Duplicate/registered copy of the Mortgage No. _____ ;
- ii. Copy of PID or Status/Certificate of Title No. _____ for the Mortgaged Property;
- iii. Mortgagor(s) acknowledgement of receipt of Standard Charge Terms;
- iv. Copy of current tax certificate (or account) for the Mortgaged Property;
- v. Duplicate/registered copy of the Assignment of Rents and Leases (if applicable);
- vi. Statutory Declaration signed by the Mortgagors;
- vii. Evidence of spousal/common law consent (if applicable);
- viii. Certificate of Independent Legal Advice (if applicable);
- ix. Status Certificate, estoppel certificate, Strata Form B, or such equivalent form for your province or territory (in the case of a condominium, if applicable);
- x. Undertaking to close open permits (if applicable);
- xi. Signed Bridge Loan Agreement and Letter of Direction and Undertaking (if applicable);
- xii. Such other documentation that you consider necessary to provide Manulife Bank with good and marketable title to the Mortgaged Property; and
- xiii. Such other documents as instructed, if any (list).

The undersigned confirms that this Solicitor's Final Report on Title may be relied upon by Manulife Bank and its successors and assigns.

Law Firm: _____

Address: _____

Telephone Number: _____

Signature of Solicitor

Date