

# Mortgage

The parties to this mortgage are:

the “Mortgagor(s)”

**and**

**Canadian Imperial Bank of Commerce**, a Chartered Bank, having an office, among others, at 199 Bay Street, CCW-P3, Toronto, Ontario M5L 1E5.

the “Mortgagee”

**and**

the “Spouse of the Mortgagor”

**and**

the “Guarantor”

In consideration of the Principal Sum received by the Mortgagor and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagor as beneficial owner grants, bargains, sells, aliens, releases, conveys and confirms unto the Mortgagee, its successors and assigns forever, all and singular those lands and premises described in Schedule “A” hereto;

Together with all buildings and improvements thereon, and the rights and appurtenances to the lands and premises belonging or appertaining, and all the estate, right, title, right and title, dower, right of dower, property, claim and demand, both at law and in equity of the Mortgagor of, in, to or out of the lands, and every part thereof;

To have and to hold the said lands and the appurtenances unto the Mortgagee, its successors and assigns forever.

Provided this mortgage shall be void on the payment to the Mortgagee, it successors or assigns, of the Principal Sum in dollars of lawful money of Canada with interest at the rate hereinafter provided from the date hereof (as well after as before maturity and both before and after default and judgment) to be calculated half-yearly not in advance in each year on so much of the Principal Sum hereby secured as shall from time to time remain unpaid until the whole of the Principal Sum is paid; and payment of taxes and all other amounts to which the Mortgagee is entitled under the provisions of this mortgage, and for the performance of statute labour. The Principal Sum and interest to be paid as follows:

**Principal Sum:** $       of lawful money of Canada advanced to the Mortgagor on this mortgage.

**Interest Rate:** The rate of interest chargeable on the Principal Sum and on all other amounts payable under this mortgage is a variable rate per annum. The following completed section applies:

 [ ]  APPLICABLE TO VARIABLE RATE MORTGAGES

 The current mortgage rate as of the date of the mortgage is CIBC Prime Rate less       % per annum.

 The interest rate payable by you specified in the registered document is a floating rate which is adjusted daily as the CIBC Prime Rate (the “mortgage prime rate”) changes from time to time. The interest rate payable shall be the rate per annum equal to the mortgage prime rate in effect from time to time plus or minus the number of percentage points per annum, if any, indicated in the registered document. The principal and interest payment will be recalculated every time the mortgage prime rate changes based on the current mortgage rate and the then remaining amortization period on the mortgage.

**How Interest Calculated:** semi-annually not in advance.

**Interest Adjustment Date:** **,** **.**

**Term:**

 commencing on the Interest Adjustment Date and ending on the Maturity Date.

**Payments:** If you have a Variable Rate Mortgage, please check off the appropriate box applicable:

 **[ ]** monthly – on the first of each month

 [ ]  semi-monthly – on the first and fifteenth of each month

 [ ]  bi-weekly on each second Friday

 [ ]  weekly – on each Friday

**Payment Dates:** Interest at the aforesaid rate on the amounts from time to time advanced, computed from the respective dates of such advances to and including the day preceding the Interest Adjustment Date shall become due and be paid on the Interest Adjustment Date; provided that, the Mortgagee may require the aforesaid interest on the principal advances from time to time, computed from the date of such advance, to become due and payable in regular payments, and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the Interest Adjustment Date and at the option of the Mortgagee interest so due and payable may be deducted from advances; and thereafter the said Principal Sum together with interest thereon at the aforesaid rate, computed from the Interest Adjustment Date, shall become due and be paid by regular payments of DOLLARS ($) each (which include principal and interest) on the days indicated under the Payments section.

 The first payment is to be made on the       day of       ,

 up to and including the Maturity Date, and the balance of the said Principal Sum 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. The Mortgagor shall not be entitled, except as may be otherwise provided herein, without the Mortgagee’s prior written consent, to change the amount or frequency of the payments provided for in this mortgage.

**Maturity Date:** **,** **.**

**Place of Payment:** to the Mortgagee at 199 Bay Street, CCW-P3, Toronto, Ontario M5L 1A2 or at such place as the Mortgagee may designate from time to time.

The terms, conditions and covenants set out in Schedule “B” hereto are incorporated in and form part of this mortgage and the signatories hereto agree to be bound thereby.

The Spouse of the Mortgagor consents to this mortgage and conveys to the Mortgagee all of the right, title and interest of such spouse in the lands and premises hereby mortgaged, subject to the provisions for payment described in this mortgage.

Dated on:       *,*       .

**Signed, sealed and delivered**

in the presence of:

       LS

 Mortgagor

       LS

 Mortgagor

       LS

 Spouse of the Mortgagor

       LS

 Guarantor