



Loan No. _____

THE *LAND TITLES ACT* MORTGAGE

1. I/we _____
(the "Mortgagor/s") being registered as owner/s of an estate in fee simple in possession in that piece of land situate in the Province of Saskatchewan (the "said lands" or the "mortgaged premises") and described as follows:

in consideration of the sum of _____ DOLLARS
(\$ _____) (the "principal amount"), lent to me/us by CANADIAN IMPERIAL BANK OF
COMMERCE (the "Mortgagee"), whose address is PO BOX 115, Commerce Court Postal Station,
Toronto, Ontario M5L 1E5, the receipt of which sum the Mortgagor acknowledges, covenants with the
Mortgagee that:

2. INTEREST RATE

The rate of interest chargeable on the principal amount of \$ _____
and on all other amounts payable under this mortgage is a variable rate per annum, calculated semi-
annually not in advance.

The following completed section applies:

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.

The principal and interest payment is \$ _____.

3. REPAYMENT

Please check off the appropriate box applicable for regular payments to be made:

- Monthly – on the first of each month
- Semi-monthly – on the first and 15th of each month
- Bi-weekly – on each second Friday
- Weekly – on each Friday

The Mortgagor will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the principal amount with interest at the rate determined in accordance with paragraph 2, calculated semi-annually not in advance as well as after as before maturity of this mortgage until paid, as follows:

- (a) 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 _____ day of _____, _____ shall become due and be paid on the date last mentioned (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;
- (b) and thereafter the said principal amount together with interest thereon at the aforesaid rate, computed from the interest adjustment date, shall become due and be paid by regular payments calculated in accordance with paragraph 2 above each (which include principal and interest) on the _____ day of _____, _____ ("first payment date") to and including the _____ day of _____, _____ ("last payment date"), and the balance of the said principal amount 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.
- 4) And for the better securing of the said Mortgagee, the repayment in manner aforesaid of the principal sum and interest, and all other amounts hereby secured, the Mortgagor hereby mortgages to the said Mortgagee, all the Mortgagor's estate and interest in the land above described.

5) ADDITIONAL TERMS AND CONDITIONS

The mortgagor/s further agrees that the Additional Terms and Conditions and any Schedule which are annexed hereto, form part of this Mortgage.

- 6) The undersigned Mortgagor/s acknowledges having received a true copy of this mortgage.
- 7) The Mortgagor/s has/have signed this Mortgage this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED by

_____)
the above named)
and)
in the presence of:) _____
_____)
_____)

WITNESS

CONSENT OF NON-OWNING SPOUSE

I, _____ non-owning spouse of _____, consent to the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above disposition in favour of Canadian Imperial Bank of Commerce, to the extent necessary to give effect to this mortgage.

SIGNATURE OF NON-OWNING SPOUSE

CERTIFICATE OF ACKNOWLEDGMENT

I, _____, a Notary Public/Practicing Solicitor, CERTIFY THAT I have examined _____, non-owning spouse of _____, the owning spouse, in the above mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

1. Signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
2. Understands his or her rights in the homestead.

I FURTHER CERTIFY THAT I have not, nor has my employer, partner or clerk prepared the above mortgage AND THAT I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

**A NOTARY PUBLIC in and for the Province of Saskatchewan.
My appointment expires
OR Being a Solicitor in and for the Province of Saskatchewan**

THE HOMESTEAD ACT, 1989 - AFFIDAVIT

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

- 1. I am the mortgagor named in the within mortgage.
- 2. (a) My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage.
 - or
 - (b) I have no spouse.
 - or
 - (c) My spouse is a registered owner of the land that is the subject matter of this disposition and a co- signatory of this disposition.
 - or
 - (d) My spouse and I have entered into an interspousal agreement pursuant to **The Matrimonial Property Act** in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
 - or
 - (e) An order has been made by Her Majesty’s Court of Queen’s Bench for Saskatchewan / Unified Family Court pursuant to **The Matrimonial Property Act** declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued).

Sworn before me at the _____)
of _____)
in the Province of Saskatchewan ,)
this _____ day of _____, _____)
_____)
_____)

A Commissioner for Oaths in and for the
Province of Saskatchewan Being a
solicitor, or
My Commission expires _____.

AFFIDAVIT OF EXECUTION

PROVINCE OF SASKATCHEWAN) I,
) of the of
TO WIT) in the Province of Saskatchewan,
) MAKE OATH AND SAY:

- 1. THAT I was personally present and did see _____, named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign and execute the same for the purposes named therein.
- 2. THAT the same was executed at the _____ of _____ in the Province of Saskatchewan , and that I am a subscribing witness thereto.
- 3. THAT I know the said _____ and in my belief _____, each is of the full age of eighteen years or more.

Sworn before me at the _____)
of _____)
in the Province of Saskatchewan,)
this _____ day of _____, _____) _____
) _____
) _____
) _____
) _____

A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.
Being a solicitor, or
My Commission expires _____.