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# SOLICITOR'S FINAL REPORT AND CERTIFICATE OF TITLE

**TO: Canadian Imperial Bank of Commerce
FAX No: 1-844-739-1150**

 **CIBC REFERENCE NO.**

|  |
| --- |
| Mortgagor       |
| Civic Address including Postal Code       |
| Full Legal Description of Property       |
| Electronic Registration[ ]  Yes [ ]  No | Registration No.       |
| Date of Mortgage       | Parcel Identification No. (PID/PIN No.) (if applicable)       |
| Land Registry Office       | Registration Date       |
| Mortgage Amount       | Taxes paid to       |

## ASCERTAINING IDENTITY OF EACH MORTGAGOR AND GUARANTOR

**The undersigned has ascertained the identity of each mortgagor and guarantor in accordance with your Instructions to Solicitor. The completed Identification Verification Form (“IVF”) and, where applicable, the paper document(s) upon which the undersigned relied to ascertain the identity of each mortgagor and guarantor which is a corporation or other entity, or (a) copy(ies) thereof, is/are attached and form(s) part of this Final Report and Certificate of Title.**

FIRE AND HAZARD INSURANCE: Verified and loss payable to you as instructed.

|  |  |  |
| --- | --- | --- |
| Insurer       | Policy No.       | Agent       |

**[ ]  OPTION A (Non-Title Insurance Option)**

The undersigned hereby certifies that the mortgage and all ancillary documentation have been drawn and registered in accordance with your written instructions. The mortgagor has good and marketable title free and clear of all judgments and other charges and you have a valid first charge against the property subject only to the exceptions shown below, which are neither detrimental to your security nor to the marketability of title.

**[ ]  OPTION B (Title Insurance Option)**

All requirements contained in your Instructions to Solicitor have been carried out and the subject property has been insured with the Title Insurance Company named in the Interim Report/Requisition for funds Form No. 1053.

**[ ]  OPTION C (Western Law Societies’ Conveyancing Protocol Option)**

The undersigned hereby certifies that the mortgage and all ancillary documentation have been drawn and registered in accordance with your written instructions. The mortgagor has good and marketable title free and clear of all judgements and other charges and you have a valid first charge against the property subject only to the exceptions shown below, which are neither detrimental to your security nor to the marketability of title.

The undersigned hereby certifies that s/he has complied with the Western Law Societies Conveyancing Protocol

applicable to the property in the conduct of this transaction and has acted and issued this report in accordance with your Instructions to Solicitor (which are incorporated herein) with respect to the mortgage described above. Subject to any qualifications noted below which have been accepted in writing by you, the undersigned acknowledges and confirms that this opinion is given

pursuant to and in accordance with the Western Law Societies Conveyancing Protocol

Enclosures:

**Acknowledgement/Direction and Guarantee -** include only when the mortgage is registered electronically.

For Electronically Registered Charge/Mortgage Land, I hereby certify that the:

The effect of the electronically registered documents has been fully explained to the parties "signing" the document.

DATED at       this       day of

(Date to be on or after date of final advance.)

Name of Solicitor's Firm Signature of Solicitor

Exceptions:

**NOTE: The following reservations need not be listed or, if preferred, may be briefly described: EASEMENTS, ETC., for utilities servicing the property providing the building does not encroach thereon and is not affected thereby, OCCUPANCY or USE RESTRICTIONS which would not be violated by normal use of the property for the purposes intended or for which it is adaptable.**