# Mortgage to Secure Line(s) of Credit(s)

WHEREAS by virtue of a Line of Credit Agreement or Agreements (the "LCA"), as amended, substituted, restated, replaced, renewed or extended from time to time between the hereinafter named Mortgagor (the "Mortgagor") and any other parties, as applicable, and the hereinafter named Mortgagee (the "Mortgagee"), the Mortgagee has agreed to provide to the Mortgagor a credit facility(ies), in the nature of a revolving line of credit, and the Mortgagor has agreed to accept such credit facility(ies), in accordance with the terms and conditions set forth in the LCA; and

WHEREAS the LCA provides in part, and as a term thereof, that the Mortgagor shall provide to the Mortgagee this Mortgage and certain other securities as collateral for the Mortgagor's indebtedness under the said credit facility(ies), and otherwise to better secure the Mortgagor's obligations under the LCA; and

WHEREAS the Mortgagor expressly acknowledges to and agrees with the Mortgagee that:

1. This Mortgage is granted to the Mortgagee pursuant to the LCA, and forms part and not all of the security to be provided from time to time by the Mortgagor to the Mortgagee pursuant to the LCA: and
2. the nature of the credit facility(ies) creates an obligation which is a personal obligation of the Mortgagor, and, although such obligation may be fully secured by this Mortgage, it is intended that the obligation remain personal to the Mortgagor, his heirs, successors and administrators, as the case may be.

NOW, THEREFORE, I,      , (who and whose heirs, executors, administrators, successors and assigns are hereinafter included in the expression "the Mortgagor"), being registered as owner of an estate in fee simple in possession, in all the land described as follows:

ALL AND SINGULAR that certain piece or parcel of land situate in the Province of Alberta, the Northwest Territories or Nunavut as applicable (the "Jurisdiction") being composed of:

subject to the encumbrances and interests listed on the last page hereof or which apply under the *Land Titles Act* as applicable in the Jurisdiction,

in consideration of the sum of

Principal

($     ) DOLLARS lent or to be lent to the Mortgagor by BANK OF MONTREAL,

a Canadian Chartered Bank, with Head Office at the City of Montreal, in the Province of Quebec and having a branch office at      , in       (who and whose successors and assigns are hereinafter included in the expression "the Mortgagee"), the receipt of which sum the Mortgagor does hereby acknowledge, COVENANTS with the Mortgagee:

FIRSTLY: That the Mortgagor shall pay to the Mortgagee the above sum of       ($     )DOLLARS in lawful money of Canada at the said branch as follows:

ON DEMAND

SECONDLY: That the Mortgagor shall pay interest on the principal balance remaining unpaid from time to time at a rate per annum equal to the Bank of Montreal Personal Line Credit Base Rate (as that rate is determined by the Mortgagee from time to time) plus       (     %) per annum, calculated monthly in arrears and payable monthly on the last day of each and every month during the currency hereof at the Mortgagee's branch office at      , in­ ­     , in the Jurisdiction, before and after demand, default and judgment; and the Mortgagor further covenants that the taking of a judgment or judgments under any of the covenants herein contained shall not operate as a merger of said covenants, or affect the Mortgagee's right to interest as the above rate on any moneys due and owing to the Mortgagee during the continuance of this security under the covenants herein contained or on any judgment to be recovered thereon. Provided that on default of payment of any instalment of interest secured under this Mortgage the same shall thereupon become part of the principal hereby secured and shall bear interest from the time when the same became due at the rate aforesaid, and on each day when any instalment of interest falls due hereunder in each and every year until the whole of the said principal and interest secured hereby is fully paid and satisfied all sums of money, whether interest or otherwise then due and remaining unpaid, shall become principal and bear interest at the rate aforesaid

THIRDLY: That the Mortgagor shall forthwith insure and during the continuance of this security keep insured against loss or damage by fire, and against such other risks or hazards as the Mortgagee may require, each and every building on the said lands, or which may be hereafter erected thereon, in the total sum of the full insurable value in dollars in some insurance company to be approved of by the Mortgagee and that it will not do or suffer anything whereby the said policy or policies may be vitiated, and will pay all premiums and sums of money necessary for such purposes as the same shall become due, and will assign and deliver over unto the Mortgagee the policy or policies of insurance, receipt or receipts thereto appertaining, and if it shall neglect to keep the said buildings or any of them insured as aforesaid, or pay the said premiums or deliver such receipts then it shall be lawful for the Mortgagee to insure the said buildings in the manner aforesaid, and all moneys expended by the Mortgagee, with interest at the rate aforesaid computed from the time or times of advancing the same, shall be repaid by it to the Mortgagee on demand, and in the meantime the amount of such payments shall be added to the said principal sum hereby secured and shall bear interest at the rate aforesaid from the time of such payment and shall be payable at the time appointed for the next ensuing payment of interest on the said principal sum and all such payments shall become a part of the principal secured by this Mortgage and shall be a charge upon the said lands and all of the Mortgagor's estate and interest therein. Evidence of the renewal of such insurance shall be produced to the Mortgagee at the place where the Mortgage moneys are payable at least three days before the insurance then existing shall expire, otherwise the Mortgagee may insure as above provided. Provided that the Mortgagee may cancel existing insurance and insure in an insurance company selected by it.

Insurance

FOURTHLY: That all moneys received by virtue of any policy or policies may at the option of the Mortgagee, either be forthwith applied in or towards substantially rebuilding, reinstating and repairing the said premises or in or towards the payment of any arrears of principal and interest or in or towards the payment of any instalment of principal or interest falling due or which may become due under and by virtue of these presents, and in case of a surplus, in or towards payment of the instalment next preceding in point of time of payment and so on until the whole of the principal hereunder shall be paid, and in case of a surplus, then, in or towards payment of the interest, or may be paid over in whole or in part to the Mortgagor and in such case shall not be credited to the Mortgage account.

Insurance

FIFTHLY: That the Mortgagor has a good title to the said lands; that it has the right to mortgage the said lands; that on default the Mortgagee shall have quiet possession of the said lands free from all encumbrances; that the Mortgagor will execute such further assurances of the said lands as may be requisite; and that it has done no act and will do no act to charge, mortgage or in any way encumber the said lands except with the consent of the Mortgagee first had and obtained.

Title, etc.

SIXTHLY: That if the Mortgagor shall make default in payment of any part of the said principal or interest or any moneys hereby secured or any part thereof at any day or time hereinbefore limited for payment thereof, or in the event of breach or default otherwise by the Mortgagor in respect of this Mortgagee:

Rights of Mortgagee on Default

1. It shall and may be lawful for the Mortgagee and the Mortgagor does hereby grant full power and license to the Mortgagee to enter, seize and distrain upon the said lands or any part thereof and by distress warrant to recover by way of rent reserved as in the case of a demise of the said lands as much of the said principal and interest as shall from time to time be or remain in arrears and unpaid, together with all costs (including, without limitation, costs as between solicitor and client), charges and expenses attending such levy or distress as in like case of distress for rents.
2. The Mortgagee shall have the right and power and the Mortgagor does hereby covenant with the Mortgagee for such purpose, and does grant to the Mortgagee full license and authority for such purpose when and so often as in the Mortgagee's discretion the Mortgagee shall think fit to enter into possession, either itself or by its Agent, of the said lands, and to collect the rents and profits thereof and to make any demise or lease of the said lands or any part thereof, for such terms, periods and at such rent as the Mortgagee shall think proper, and that the power of sale herein embodied and contained either expressly or impliedly may be exercised either before or after and subject to such demise or lease. Provided that any sale made under the power herein may be for cash, or upon credit, or partly for cash and partly upon credit, and that the Mortgagee may vary or rescind any contract for sale made or entered into by virtue hereof. Subject to Clause FOURTEENTHLY hereof, the Mortgagee shall by and out of the moneys to arise out of such sale or lease as aforesaid in the first place pay and retain all the costs and expenses attending such sale or otherwise incurred in relation to this security, and in the next place pay and satisfy the moneys and interest which shall then be owing on this security or a portion of the same as above provided, and should any surplus remain in the hands of the Mortgagee after payment of all its claims for principal, interest and all other moneys secured hereby and costs (including, without limitation costs as between solicitor and client), charges and expenses, the Mortgagor shall be entitled to such surplus only upon demand in writing made upon the Mortgagee and when proofs have been supplied to the satisfaction of the Mortgagee that the Mortgagor is entitled to such surplus, and upon payment of all costs (including, without limitation, costs as between solicitor and client), charges and expenses to which the Mortgagee may be put in respect of such demand. The cost of any abortive sale or sales shall be paid by the Mortgagor and shall bear interest at the rate aforesaid and the same shall become a portion of the moneys secured by this Mortgage.
3. The Mortgagee shall be entitled to send its inspector or agent to inspect and report upon the value, state and condition of the said lands at the Mortgagor's expense and all expenses incurred and paid in so doing together with all costs and charges (including, without limitation, costs as between solicitor and client) which the Mortgagee may incur or pay in enforcing or attempting to enforce all or any of the remedies and powers given hereby or subsisting for the recovery of the moneys hereby secured or any part thereof whether the proceedings taken prove abortive or not, and of, in and about taking, recovering and keeping or attempting to procure possession of the said lands or any part thereof, shall form and be a charge upon the said lands, and be payable forthwith to the Mortgagee and shall bear interest at the rate aforesaid from the time of payment of the same as upon principal money advanced upon the security of these presents.
4. The principal money hereby secured and every part thereof shall, at the option of the Mortgagee, without notice become due and payable in like manner and to all intents and purposes as if the time herein mentioned for payment of such principal sum had come and expired.

SEVENTHLY: That the Mortgagor will in each year produce and leave with the Mortgagee a receipt for the payment of all liens, taxes, rates, charges, or encumbrances upon the said lands, and the Mortgagee may pay all builders' or other liens, taxes, rates, charges, mortgages or encumbrances upon the said lands and any moneys for insurance against damage by fire, tempest or lightning, and may pay moneys for insurance against damage by fire, tempest or lightning, and may pay all claims to liens, or claims to payment by any workmen, contractors or persons, for any work done, contract made, or material supplied, for, or in respect of the said lands, or any building, work, improvement or erection thereon, and the amounts paid for any of the purposes aforesaid, together with all costs (including, without limitation, costs as between solicitor and client), charges and expenses which may be incurred taking, recovering and keeping possession of said lands, or in inspecting the same and generally in any other proceedings taken to realize or protect the moneys hereby secured, or to perfect the title to said lands, shall be deemed to be secured hereby, and shall be a charge on the said lands in favour of the Mortgagee and shall be without demand thereof payable forthwith by the Mortgagor to the Mortgagee with interest at the rate provided for in this Mortgage until paid, and in default the principal and interest hereby secured shall, at the option of the Mortgagee, become due and payable, and the power of sale hereby given shall, without notice, be exercisable in addition to all other remedies. And, the Mortgagor does hereby agree to pay to the Mortgagee any sum or sums of money which, in addition to the said principal sum hereby secured, the Mortgagee may pay for the purpose of satisfying and paying off any balance of purchase price, mortgage, lien charge, encumbrance, or other claims that may be outstanding against the said lands in order to perfect the title thereto or any part thereof and make this Mortgage a first charge and encumbrance thereon, the propriety of paying out any sum or sums to be a matter upon which the decision of the Mortgagee shall be absolute and final, and such sum or sums so paid shall be and remain a charge on the said lands, and shall be repaid forthwith to the Mortgagee by the Mortgagor, with interest at the rate herein provided, and in default, the power of sale hereby given shall be exercisable in addition to all other remedies. In the event of the money hereby advanced, or any part thereof, being applied to the payment of any lien, charge, mortgage or encumbrance, the Mortgagee shall stand in the position of and be entitled to all equities of the person or persons so paid off, whether any such lien, charge, mortgage or encumbrance has, or has not been discharged.

Payments by   
Mortgagee

AND IT IS AGREED BETWEEN THE MORTGAGOR AND THE MORTGAGEE**:**

|  |  |  |
| --- | --- | --- |
| Release of Parts of Lands | 1. That the Mortgagee may at its discretion at all times release any part or parts of the said lands, or any other security for the moneys hereby secured either with or without any consideration therefor, and without being accountable for the value thereof or for any moneys except those actually received by it and without thereby releasing any other of the said lands or any of the covenants herein contained. | |
| Advances | 1. That neither the execution nor registration of this Mortgage, nor the advances in part of the moneys hereby secured shall bind the Mortgagee to advance the said moneys or any of the unadvanced portion thereof, but nevertheless the lien and charge hereby created shall take effect forthwith on the execution of these presents, and the expenses of the examination of the title and this Mortgage and valuation are to be secured hereby in the event of the whole or any balance of the principal sum not being advanced, the same to be charged hereby upon the said lands, and shall be without demand thereof, payable forthwith with interest at the rate provided for in this Mortgage, and in default, the Mortgagee's power of sale hereby given and all other remedies hereunder shall be exercisable. | |
| Waste | | 1. That if the Mortgagor or those claiming under it shall commit any act of waste upon the said lands or make default as to any of the covenants or provisions herein contained the principal and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable. |
| Bankruptcy, etc. | | 1. That if any of the Mortgagor's assets are seized or are taken in execution or attachment by any creditor of the Mortgagor, or if the Mortgagor makes any assignment for the benefit of its creditors, or if the Mortgagor becomes bankrupt or insolvent then, at the option of the Mortgagee, the principal and interest indebtedness hereby secured shall forthwith become due and payable. |
| Agreement | | 1. That the Mortgagor shall not request a discharge of this Mortgage until and unless the Mortgagor shall have kept and performed all the covenants, provisos, agreements and stipulations herein contained and as set forth in that certain Line of Credit Agreement (and as it may be amended, renewed or extended from time to time) referred to in Clause TWELFTHLY hereof, whether the Mortgagee has taken legal proceedings thereon, and recovered judgment or otherwise and the Mortgagor covenants with the Mortgagee that it shall and will in everything do, perform and keep all the provisions and covenants in these presents according to the true intent and meaning thereof. |
| Features | | 1. That any erections, plant, buildings or improvements, electric light, plumbing, heating or other fittings, fixed or portable or otherwise, now on or hereafter put upon the said lands shall thereupon become fixtures and be a part of the realty and form a part of this security even though not attached to the said lands otherwise than by their own weight. |
| Payments by Mortgagee | | 1. That the Mortgagee at such time or times as it may deem necessary, and without the concurrence of any other person, may make arrangements for the repairing, finishing and putting in order of, any building or improvements on the said lands and all moneys expended, costs, charges and expenses, including allowance for the time and service of any officer of the Mortgagee, or other person appointed for any of the above purposes, shall be forthwith payable to the Mortgagee (and the Mortgagor hereby covenants to pay the same) and shall be a charge upon the said lands, and shall bear interest at the rate aforesaid until paid. |
| Rights of Mortgagee to Sell or Lease on Default | | 1. That the Mortgagee, on default of payment of any of the sums hereby secured, or in the event of breach or default otherwise by the Mortgagor in respect of this Mortgage, may lease, sell and convey the said lands without entering into possession of the same and without any notice to the Mortgagor, and that when any notice is required to be given under any power herein expressed or implied, or permitted or required under any statute, the same may be effectually given by leaving the same with a grownup person on the said lands, if occupied, or by placing the same thereon or any part thereof if unoccupied, or at the option of the Mortgagee, by publishing the same in some newspaper published in the Jurisdiction, and shall be sufficient though not addressed to any person or persons by name or designation, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained or under disability, and such notice shall be sufficient though not otherwise addressed than "To whom it may concern". And that on such default for one month a sale or lease may be made hereunder without notice and that no want of notice or publication when required hereby or by statute or any other impropriety or irregularity shall invalidate any sale made or purporting to be made hereunder, but the vendors alone shall be responsible and the said powers may be exercised by assigns of the Mortgagee and against the heirs, executors, administrators, successors, and assigns of the Mortgagor, and in the event of a sale on credit or for part cash and part credit the Mortgagee is not to be accountable or charged with any moneys until actually received, and that sales may be made from time to time of portions of said lands to satisfy interest or parts of the principal overdue, leaving the principal or parts thereof to run with the interest payable as aforesaid, and the Mortgagee may make any stipulations as to title or evidence or commencement of titles or otherwise as the Mortgagee shall deem proper and may buy in or rescind or vary any contract for sale of any of the said lands and may sell without being answerable for loss occasioned thereby, and for any such purposes may make and execute all agreements and assurances as the Mortgagee shall think fit. |
| Rights of Mortgagee | | 1. That all moneys, payments, costs, charges and expenses whatsoever which are by these presents charged Mortgagee or to be charged or chargeable upon the said lands shall be considered as mortgage money and interest, and default in payment of the same or any part thereof from time to time shall be a breach of the covenant for payment of the mortgage moneys and interest herein contained, and shall also entitle the Mortgagee to exercise the power of sale and all other powers and remedies contained in these presents or subsisting for recovery the mortgage moneys and interest or any part thereof from time to time. |
| Assignment of Rents | 1. That in the event the mortgaged premises or any part thereof are now or may at any time during the currency this Mortgage be rented or leased by the Mortgagor to any tenant or tenants the Mortgagor hereby assigns the rentals payable to the Mortgagor by any such tenant or tenants to the Mortgagee as additional collateral and security for payment of the moneys from time to time owing under this Mortgage, PROVIDED that the Mortgagee shall not make use of this assignment or give notice thereof to such tenant or tenants unless and until the Mortgagor shall have made default in payment of principal or interest becoming due under this Mortgage. | |
| Expropriation | 1. That: 2. the Mortgagor acknowledges that it has been fully instructed and advised as to the application of Section 49 of the *Expropriation Act* (RSA 2000, c E-13), Section 44 of the *Expropriation Act* (RSNWT 1998 c E-11) or Section 44 of the *Expropriation Act* (RSNWT (Nu) 1998 c E-11), as applicable in the Jurisdiction, and being fully aware that such provisions of the applicable *Expropriation Act* may restrict the Mortgagee to recovering the market value of this Mortgage at the date of any expropriation, the Mortgagor hereby waives such provisions of the applicable *Expropriation Act* and further waives any provisions which may be enacted and in force from time to time in replacement of or in addition to such provisions of the applicable *Expropriation Act*; 3. in the event that the property, or part of the property, which is secured by this Mortgage is expropriated, the full amount of the principal and interest of this Mortgage then outstanding, together with three (3) months bonus interest, shall at the option of the Mortgagee be deemed to become due and payable in full on the day before the said property was expropriated and that the Mortgagor shall be estopped from denying otherwise; and 4. the Mortgagor shall pay or cause to be paid to the Mortgagee at the option of the Mortgagee and from the expropriation proceeds the full amount of the principal and interest then outstanding hereunder together with three (3) months bonus interest. | |
|  | 1. It is agreed and declared that, subject to the other terms and conditions of this Mortgage including, without limitation, Clause 13 hereof, the amount of monies secured by this Mortgage is the sum of       ($     ) DOLLARS and the rate of interest chargeable thereon shall be at a rate per annum equal to (     %) PER CENTUM above the Mortgagee's Personal Line of Credit Base Rate in effect from time to time, such rate to be adjusted automatically if and whenever there is a change in such Rate; the expression "Personal Line of Credit Base Rate" shall mean the floating annual rate of interest established from time to time by the Mortgagee as the base rate it will use to determine rates of interest on the outstanding balance of the Mortgagor under the Line of Credit Agreement and designated as Personal Line of Credit Base Rate. Such Personal Line of Credit Base Rate on was (     %) per annum and accordingly the rate charged under this Mortgage, had this Mortgage been in effect on that day, would have been (     %) per centum per annum; PROVIDED that if such interest rate is held to be indeterminable or unenforceable by the Courts of the Jurisdiction, then the rate of       (     %) per centum per annum shall prevail. | |
| Continuing Security for Repayment of all Credits, etc**.** | 1. This Mortgage shall also operate as continuing security to the Mortgagee for the repayment of all credits made available by way of advances or loans, direct or indirect, by the Mortgagee to the Mortgagor, and for all monies actually advanced by the Mortgagee and outstanding from time to time hereunder (notwithstanding that the balance owing hereunder may fluctuate and may have been from time to time reduced to a nil balance and notwithstanding that some monies previously advanced have been repaid and additional monies subsequently advanced as a revolving account) and for the payment of all other indebtedness and liability of the Mortgagor to the Mortgagee (direct or contingent) whether presently existing or hereafter incurred. Neither the negotiation nor the discounting of any promissory note or notes nor any renewal or extension or replacement thereof shall operate as payment or release the Mortgagor from his obligations hereunder. | |
| Continuing Security for Repayment of all indebtedness, etc. | 1. This Mortgage shall also operate as continuing security to the Mortgagee for the repayment of all indebtedness and other amounts herein referred to, be the same in respect of principal, interest or otherwise, notwithstanding at any time or from time to time there is (i) any change in the nature, state or form of any account between the Mortgagor and the Mortgagee, (ii) any new advance by the Mortgagee to the Mortgagor, whether by way of loan, discount, the drawing of a cheque against an account of the Mortgagor or otherwise, (iii) any discount or acceptance by the Mortgagee from or for the Mortgagor of any promissory note, bill of exchange or other negotiable instrument or commercial paper, (iv) any credit of any amount to any account of the Mortgagor by reason of deposit of moneys or otherwise, (v) any renewal, replacement, substitution or alteration of any promissory note, bill of exchange or other negotiable instrument or other commercial paper from time to time held by the Mortgagee or any reduction, satisfaction, payment, release or discharge thereof, or of any other security therefor. No such event or act shall constitute or be deemed to be a repayment on account of the aforesaid indebtedness or any part thereof or call for or require any application, appropriation or payment on account of the aforesaid indebtedness or any part thereof, unless such application, appropriation or payment shall have been expressly agreed to in writing by the Mortgagee and have been certified on a copy of this Mortgage by the signature of some official of the Mortgagee or until this Mortgage shall have been fully released and discharged by the unconditional delivery of a discharge of mortgage under the corporate seal of the Mortgagee; and this Mortgage shall be deemed to be taken as security for the ultimate balance of the aforesaid indebtedness. It is further agreed that these presents shall not nor shall anything herein contained operate so as to create any merger, rebate or discharge of any debt owing to the Mortgagee or of any lien, bond, promissory note, bill of exchange or other security held by or which may hereafter be held by the Mortgagee from the Mortgagor or from any other person or persons whomsoever, and these presents shall not in any way prejudicially affect any security held or which may hereafter be held by the Mortgagee for the aforesaid indebtedness or any part or parts thereof or the liability of any endorser or any other person or persons upon any such lien, bond, bill of exchange, promissory note or other security or contract or any renewal or renewals thereof held by the Mortgagee for or on account of the aforesaid indebtedness or any part or parts thereof, nor shall the remedies of the Mortgagee in respect thereof be prejudiced or delayed in any manner whatsoever by the taking of this Mortgage. | |
| Option of the Mortgagee | 1. That notwithstanding any other provision hereof, the whole of the unpaid principal and interest hereby secured shall, at the option of the Mortgagee, forthwith become due and payable as if the time herein mentioned for payment had expired, if the Mortgagor sells, assigns, transfers, conveys, leases or otherwise disposes of all or any part of his interest in the within property. | |
| Fees | 1. And it is further agreed that all fees and charges of the Mortgagee's solicitors on a solicitor-client basis in connection with the preparation, registration and enforcement of this Mortgage (or any renewal or extension hereof, together with all costs of the Mortgagee in discharging this Mortgage) and passing on title to the said lands shall be paid by the Mortgagor forthwith and if the Mortgagor shall make default in paying the same the Mortgagee may pay the amount of such fees and charges and add the amount so paid to the principal sum hereby secured which shall thereafter be a charge on the said lands in favour of the Mortgagee and shall be repayable on demand with interest thereon at the rate aforesaid (or as set forth in any renewal or extension hereof). | |
| Heirs, etc. | EIGHTHLY: That the Mortgagor, his successors and assigns, are and shall be bound by the covenants and stipulations herein contained, and the benefit of every covenant or stipulation herein contained on the part of the Mortgagor shall enure to, and every power herein contained may be exercised by the successors and assigns of the Mortgagee, and against the heirs, executors, administrators, successors and assigns of the Mortgagor. | |
| Default by Mortgagor | NINTHLY: That the Mortgagor will observe and perform all of the terms, conditions, covenants and agreements set forth and contained in any mortgage, encumbrance or other instrument securing the repayment of money which are registered against the said lands in priority to this Mortgage and he does hereby agree that any default or breach by him in respect of any of such terms, conditions, covenants and agreements shall be deemed to be a default under the terms of this Mortgage. | |
| No obligation to Marshall | TENTHLY: This Mortgage shall be in addition to and without prejudice to any other securities, negotiable or otherwise, which the Mortgagee may now or hereafter possess in respect of the indebtedness hereby secured, and the Mortgagee shall be under no obligation to marshall in favour of the Mortgagor any such securities or any funds or assets which the Mortgagee may be entitled to receive or have a claim upon. All dividends, compositions and monies received by the Mortgagee from any other person or persons or estate capable of being applied by the Mortgagee in reduction of the indebtedness of the Mortgagor shall be regarded for all purposes as payments in gross and the Mortgagor shall not be entitled to participate, except to the extent of the surplus (if any) remaining after satisfaction of the ultimate balance due to the Mortgagee, and the Mortgagee shall be entitled to prove against the assets or estate of the Mortgagor upon any bankruptcy or insolvency in respect of the whole of the aforesaid indebtedness or liability and the Mortgagor shall have no right to be subrogated to the Mortgagee in respect of any such proof until the Mortgagee shall have received from such assets or estate payment in full of its claim with interest. | |
| Definitions | ELEVENTHLY: That wherever in this Mortgage the context so requires, words importing the singular shall be construed as plural and vice versa, words importing the masculine gender shall be construed as feminine and vice versa, and words importing individuals shall be construed as importing corporations or partnerships, and vice versa. In case the Mortgagor as defined herein shall consist of more than one person, the covenants and agreements herein contained shall be joint and several covenants of all such persons. | |
| Agreement | TWELFTHLY: That the advance of all or any of the monies secured by this Mortgage is subject to the terms and conditions of a Line of Credit Agreement dated the       day of      ,       (year) and made between the Mortgagor and the Mortgagee and any other parties, as applicable (and as the same may be amended, renewed or extended from time to time) and breach or default by the Mortgagor in respect of the aforesaid Agreement shall be deemed to be a breach or default (as the case may be) in respect of this Mortgage. | |
| Marginal Notes | THIRTEENTHLY: The marginal notes herein are inserted for convenience of reference only and shall not affect or modify the interpretation or construction of this Mortgage or any provision hereof. | |
| Insured Loans | FOURTEENTHLY: The Mortgagee may include a loan secured by the Mortgage in a pool created under the *National Housing Act* (the "NHA") program administered by the Canada Mortgage and Housing Corporation pursuant to which mortgage-backed securities are issued.  While debt insured by mortgage default insurance, including any debt included in an NHA pool ("Insured Debt") is secured by the Mortgage:   1. any loan that is Insured Debt shall be considered a separate and distinct loan and shall not be consolidated with any other debt secured by the Mortgage; 2. no further advances or re-advances shall be permitted in respect of Insured Debt; 3. the Mortgagee will not exercise any rights or make any claim to consolidate Insured Debt with any other debt secured by the charge or otherwise make any claim that the Insured does not have the priority as to payment provided for in (d) below without the consent of Canada Mortgage and Housing Corporation; and 4. subject to the rights of any third party, any proceeds obtained by the Mortgagee in connection with enforcing its rights hereunder shall be applied as follows:    * 1. first in respect of (A) any costs, charges including charges on a solicitor and his own client basis, expenses, commissions and fees which may be incurred in taking, recovering or keeping possession of the charged land or otherwise enforcing the Mortgagee's rights hereunder and (B) any other costs and servicing fees owing to the Mortgagee pursuant hereto and any other instruments or agreements evidencing the Indebtedness;      2. second, to any Insured Debt;      3. third, to any mortgage loan(s) that are not Insured Debt and any secured lines of credit, on a pari passu basis;      4. fourth, to any other indebtedness until all indebtedness has been paid in full and fully satisfied; and      5. fifth, to the Mortgagor, his successors and assigns and any encumbrancers entitled thereto as their interests may appear. | |

And for better securing to the Mortgagee the repayment in manner aforesaid of the said principal sum and interest and other charges and money hereby secured, the Mortgagor hereby mortgages to the Mortgagee all its estate and interest in and to the lands above described.

SIGNED, SEALED AND DELIVERED this       day of      , 20     .

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness to sign | Mortgagor  Mortgagor |
| Encumbrances Referred to: | |
| Address of Mortgagee: | |
| **DOWER - CONSENT OF SPOUSE**  I,       being married to the within named       do hereby give my consent to the disposition of our homestead, made in this instrument, and I have executed this document for the purpose of giving up my life estate and other dower rights in the said property given to me by *The Dower Act* to the extent necessary to give effect to the said disposition.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | | |
| **CERTIFICATE OF ACKNOWLEDGEMENT**  \*Strike out whichever inapplicable.  1. This document was acknowledged before me by       apart from \*her husband/his wife.  2.       acknowledged to me that \*she/he:   * + - * 1. Is aware of the nature of the disposition;         2. Is aware that *The Dower Act* gives \*her/him a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;         3. Consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to \*her/him by *The Dower Act* to the extent necessary to give effect to the said disposition;         4. Is executing the document freely and voluntarily without any compulsion on the part of \*her husband/his wife.   DATED at       in the Province of      , this       day of      ,      .  Sworn before me at       )  in the Province of       ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  this       day of      ,       )  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  A Commissioner for Oaths In and For the Province of Alberta  A Notary Public In and For the       of | | | |
| **dOWER AFFIDAVIT**  I,      , of       (occupation) make oath and say:  1. I am the mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on      ,       as instrument number       granted by the mortgagor) named in the within instrument.  2. I am (or My principal is) not married.  OR  Neither myself nor my spouse (or my principal nor his/her spouse) have resided on the within mentioned land at any time since our (or their) marriage.  OR  I am (or My principal is) married to       being the person who executed the release of dower rights registered in the Land Titles Office on      ,       as instrument number      .  OR  A judgment for damages was obtained against me by my spouse (or my principal by his/her spouse) and registered in the Land Titles Office on      ,       as instrument number      .  Sworn before me at       )  in the Province of       ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  this       day of      ,       )  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  A Commissioner for Oaths In and For the Province of Alberta  A Notary Public In and For the       of | | | |
| **AFFIDAVIT OF EXECUTION**  I,      , of the City of      , in the Province of Alberta make oath and say:  (1) THAT I was personally present and did see       and       named in the within instrument, who       personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.  (2) THAT the same was executed at the       of       in the Province of       and that I am a subscribing witness thereto.  (3) THAT I know the said       and       and he/she/they is/are in my belief of the full age of eighteen years.  Sworn before me at       )  in the Province of       ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  this       day of      ,       )  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  A Commissioner for Oaths In and For the Province of Alberta  A Notary Public In and For the       of | | | |

**AFFIDAVIT**

I,       (print name of Witness), of the       of       in the Northwest Territories,

MAKE OATH AND SAY THAT:

1. I was personally present and did see      , the person(s) 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 said instrument was executed at the       of       in the Northwest Territories and that I am the subscribing witness thereto.
3. That I know the said      , who is/are in my belief of the full age of nineteen years.

|  |  |  |
| --- | --- | --- |
| SWORN BEFORE ME at the       of      , in the Northwest Territories, this       day of      ,      . | )  )  )  ) |  |
| A Commissioner for Oaths/Notary Public in and for the Northwest Territories.  My commission expires  {Print name of Commissioner for Oaths / Notary Public} | )  ) | (Witness to sign) |

**AFFIDAVIT**

I,       (print name of Witness), of the       of       in Nunavut,

MAKE OATH AND SAY THAT:

1. I was personally present and did see      , the person(s) 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 said instrument was executed at the       of       in Nunavut and that I am the subscribing witness thereto.
3. That I know the said      , who is/are in my belief of the full age of nineteen years.

|  |  |  |
| --- | --- | --- |
| SWORN BEFORE ME at the       of      , in Nunavut, this       day of      ,      .  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | )  )  )  ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| A Commissioner for Oaths/Notary Public in and for Nunavut.  My commission expires  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ {Print name of Commissioner for Oaths / Notary Public} | )  ) | (Witness to sign) |