

Collateral Mortgage

This mortgage is dated _____ and is made between you, the person or persons giving the mortgage,

_____ ,

and us

Manulife Bank of Canada

at Manulife One Administration, 500 King Street North, Delivery Station 500-M-A,
Waterloo, Ontario N2J 4C6,

Address in Province (if required):

1. **Standard Mortgage Terms.** You acknowledge that:

- (a) this mortgage consists of those terms contained herein and is subject to the terms contained in the standard form mortgage that was filed with the Registrar under the Land Titles Act (Alberta) as Instrument Number 171242881 (the "Standard Mortgage Terms" or "SMT"), subject to those amendments, additions to, or deletions incorporated or referenced herein;
- (b) the following clauses of the Standard Mortgage Terms are specifically replaced/deleted:
_____ N/A _____ ;
- (c) the following clauses are specifically added to and included in the Standard Mortgage Terms:
_____ N/A _____ ; and
- (d) you understand the nature of the statements made in paragraphs 1(a), 1(b) and 1(c) above and acknowledge receipt of a copy of this mortgage and the Standard Mortgage Terms referred to in paragraph 1(a) above.

2. **Grant of Mortgage.** In consideration of the Operating Agreement (as such term is defined in the Standard Mortgage Terms), the sums of money advanced or to be advanced to you, the sum of \$1.00, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you hereby grant, mortgage and charge to us and our heirs and successors, all of your estate and interest in the lands described as follows:

Legal Description: _____

Civic Address: _____

Nature of Estate Held: Fee Simple,

with same being in addition to the security in the Standard Mortgage Terms.

3. **General.** By signing this mortgage you mortgage all of your estate and interest in the foregoing lands for the purposes of securing repayment of the principal amount secured, interest and all other amounts, sums or obligations secured by this mortgage, including those described in the Standard Mortgage Terms. Without limiting the foregoing, the obligations secured by this mortgage include every liability described in the mortgage owing by a person whose liability the mortgage shows that it secures. For the purposes of registering this mortgage at the Registrar under the Land Titles Act (Alberta), and without limiting the provisions of the Standard Mortgage Terms, you acknowledge and agree that this mortgage secures the principal amount of \$ _____ For costs, this mortgage secures them without limit.
4. **Term of Mortgage.** This mortgage is payable in full on demand.
5. **Interest Rate.**
- For a Manulife One Mortgage, check this box:
For payment obligations secured by the mortgage that are interest (including interest on overdue interest), the mortgage secures an amount owing or remaining unpaid at any time up to the Manulife One Base Rate (as defined in the Standard Mortgage Terms), plus 5% per annum, calculated monthly not in advance and payable monthly (both before and after demand, maturity, default or judgment) and interest on overdue interest up to the same rate and calculated and payable in the same way.
- For a Manulife Select Mortgage, check this box:
For payment obligations secured by the mortgage that are interest (including interest on overdue interest), the mortgage secures an amount owing or remaining unpaid at any time up to the MBC Prime Rate (as defined in the Standard Mortgage Terms), plus 7%, per annum, calculated monthly not in advance and payable monthly (both before and after demand, maturity, default or judgment) and interest on overdue interest up to the same rate and calculated and payable in the same way.
6. **Specific Charge.** For certainty, and without limiting the generality of the foregoing, for better securing to us the repayment in the manner set out herein of the principal amount and interest and all other indebtedness and obligations secured by this mortgage, you mortgage and charge to us all of your estate and interest in the aforesaid lands.
7. **Additional Terms.** This mortgage:
- is not a high-ratio mortgage.
- is a high-ratio mortgage to which sections 43(4.1), 43(4.2), 44(4.1) and 44(4.2) of the Law of Property Act (Alberta) apply. You and anyone who, expressly or impliedly, assumes this mortgage from you, could be sued for any obligations under this mortgage if there is a default by you or by a person who assumes this mortgage.

[Signature Page Follows]

EXECUTION BY MORTGAGOR(S)

SIGNED, SEALED and DELIVERED in the presence of:

Witness:



Name: _____ ●

SIGNED, SEALED and DELIVERED in the presence of:

Witness:



Name: _____ ●

SIGNED, SEALED and DELIVERED in the presence of:

Witness:



Name: _____ ●

AFFIDAVIT OF EXECUTION

I, _____, _____

[name of witness]

[occupation]

of _____

[address]

in the Province of Alberta, make oath and say:

(a) THAT I was personally present and did see _____ and _____ named in the within instrument, who are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.

(b) THAT the same was executed at the _____ of _____ in the Province of Alberta and that I am a subscribing witness thereto.

(c) THAT I know the said persons and each is in my belief of the full age of eighteen years.

Sworn before me, at _____ in the Province of _____, this _____ day of _____, 20____.

A Commissioner for Oaths in and for the Province of Alberta



[signature of witness]

FORM A - DOWER ACT - CONSENT OF SPOUSE (Note: Complete either Form A & Form C **OR** Form B)

I, _____ ,
[name of spouse]

being married to the above named _____ ,
[name of mortgagor]

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.

Date: _____ , 20 ____ . _____
[Signature of Non-Owning Spouse]

FORM C - DOWER ACT - CERTIFICATE OF ACKNOWLEDGEMENT BY SPOUSE

1. This document was acknowledged before me by _____
[name of spouse]
apart from her husband (or his wife (or his or her spouse)).

2. _____ acknowledged to me that she (or he),
- (a) is aware of the nature of the disposition (or agreement);
 - (b) is aware that *The Dower Act* gives her (or him) a life estate a life estate in the homestead and the right to prevent disposition of the homestead by withholding consent;
 - (c) consents to the disposition for the purpose of giving up the life estate and other dower rights in the homestead given to her (or him) by *The Dower Act*, to the extent necessary to give effect to the said disposition; and
 - (d) is executing the document freely and voluntarily without any compulsion on the part of her husband (or his wife (or his or her spouse)).

Dated at _____ , Alberta, this _____ day of _____ , 20 ____ .

Signature of a Commissioner for Oaths in
and for the Province of Alberta

FORM B - DOWER ACT - DOWER ACT AFFIDAVIT (Note: Complete either Form A & Form C **OR** Form B)

I, _____ ,
[name]
of _____ ,
[address]

MAKE OATH AND SAY THAT:

1. I am the mortgagor (or the agent acting under power of attorney in my favour registered in the Land Titles Office on _____ , as
[date]
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 my principal's 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
[date]
_____ .

OR

* A judgment for damages was obtained against me by my spouse (or my principal by my principal's spouse) and registered in the Land Titles Office on _____ ,
[date]
as instrument number _____ .

Sworn before me, at _____)
_____))
Alberta, this _____ day of _____)
_____, 20 _____.)
_____))
A Commissioner for Oaths in and for the)
Province of Alberta)

[Signature of Mortgagor (or agent)]