Consent, Waiver, and Postponement of Possible Entitlement Under Family Law Act

WHEREAS:

A. _____ (the "**Mortgagor**") has applied to
[borrower]

_____ (the "**Mortgagee**") for a loan (the "**Loan**")
[lender]

in the principal amount of $ _____ bearing interest at the rate of _____ % per
[amount] *[percentage]*

annum calculated _____ not in advance to be secured
[calculation period; for example, half-yearly or monthly]

by the granting of a mortgage (the "**Mortgage**") of a property legally described as:

_____ (the "**"Property**")
[legal description]

B. The undersigned, _____ , whose address is
[name]

_____ ,
[address]

has or may be entitled to an interest in the Property under the *Family Law Act,* S.B.C. 2011, c. 25.

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In consideration of the granting of the Loan, I, _____
[name]

hereby represent, certify, covenant, and agree with the Mortgagee as follows:

(1) I hereby waive and release any and all present or future entitlement I have or may have to an interest in the Property to the extent necessary to allow the Mortgage and any renewal thereof to constitute a valid and subsisting mortgage charge over the fee simple of the Property.

(2) I hereby postpone any and all present and future entitlement I have or may have to an interest in the Property in favour of the interest of the Mortgagee to be created by the Mortgage, to the extent necessary to allow the Mortgage and any renewal thereof to constitute a valid and subsisting mortgage charge over the fee simple of the Property.

(3) I hereby grant to the Mortgagee priority over any interest I now have in the Property pursuant to the *Family Law Act* with the intention that my interest shall be subject to the rights of the Mortgagee under the Mortgage as though the Mortgage had been created, executed, issued, delivered, advanced, and registered in point of time before my interest or entitlement arose.

(4) I agree to execute and deliver to the Mortgagee upon request any further documents, deeds, or assurances that may be required to give effect to my covenants contained in this Agreement.

(5) I agree that if any portion of this Agreement is found to be void, voidable, or unenforceable, the balance of this Agreement shall remain enforceable.

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DATED _____ .
[month, day, year]

WITNESS:

_____	)	
Name	)	
_____	)	
Address	)	_____
	)	*[name]*
_____	)	
_____	)	
Occupation	)	

Solicitor's Certificate of Independent Legal Advice

In the matter of a certain Consent, Waiver, and Postponement dated _____
[month, day, year]

made by _____ (the "**Consent**").
[name]

This is to certify that I have been retained by _____
[name]

of _____
[address]

to advise and have advised _____ with regard to _____ signing the Consent, and that on
[him/her] *[his/her]*

_____ I read over and explained to _____ the Consent and informed
[month, day, year] *[him/her]*

_____ of the contents of the Consent and advised _____ of the nature and effect thereof and of the
[him/her] *[him/her]*

liabilities and obligations that _____ incurs therein and _____ rights under the *Family Law Act,* S.B.C.
[he/she] *[his/her]*

2011, c. 25; that _____ expressed _____ to me as understanding the Consent and the nature
[he/she] *[himself/herself]*

and effect of the Consent on _____ present and future circumstances; and _____ stated to me that
[his/her] *[he/she]*

_____ entered into the Consent voluntarily and not under any duress.
[he/she]

I believe that upon entering into the Consent, _____ was advised and informed with regard to all the
[he/she]

foregoing matters.

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DATED at _____ , British Columbia, on _____ .
[location] *[month, day, year]*

WITNESS:

_____	)	
Name	)	
_____	)	
Address	)	_____
	)	*[name]*
_____	)	
_____	)	
Occupation	)	

Confirmation

I, _____ , state that I have read the foregoing
[name]

Certificate of Independent Legal Advice and that the statements made in it are true and correct.

DATED at _____ , British Columbia, on _____ .
[location] *[month, day, year]*

WITNESS:

_____	)	
Name	)	
_____	)	
Address	)	_____
	)	*[name]*
_____	)	
_____	)	
Occupation	)	

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