Mortgage Form (Prince Edward Island)

**IN PURSUANCE OF THE ENACTMENTS RESPECTING SHORT FORMS OF INDENTURES**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| THIS MORTGAGE made this |  | day of |  | , 20 |  |

BETWEEN:

|  |
| --- |
|  |
|  |

(hereinafter the “**Mortgagor**”)

- and -

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada, whose address is c/o First National Financial LP at 100 University Avenue, 7th Floor, North Tower, Toronto, Ontario, M5J 1V6

(hereinafter the “**Mortgagee**”)

- and -

|  |
| --- |
|  |

(hereinafter the “**Releasor**”)

- and -

|  |
| --- |
|  |

(hereinafter the “**Guarantor**”)

|  |  |  |  |
| --- | --- | --- | --- |
| WITNESSETH that in consideration of the sum of |  | | |
|  | | ( | Dollars) |

(the “**Principal Amount**”), the Mortgagor hereby conveys, mortgages and charges to and in favour of the Mortgagee the lands described in Schedule “A” attached hereto (such lands and all buildings thereon and improvements of or to such lands and buildings being hereinafter defined as the “**Property**”).

Provided this Mortgage shall be void, subject to the terms hereof, upon the payment to the Mortgagee, its successors or assigns, of the Principal Amount in lawful money of Canada, with interest at the rate herein provided for from the date hereof (as well after as before maturity and both before and after default and judgment) on so much of the Principal Amount hereby secured as shall from time to time remain unpaid, together with all other amounts owing pursuant to the terms hereof and otherwise this Mortgage shall remain in full force and effect until the whole of the Indebtedness is paid.

**Payment Terms**

The Principal Amount together with interest thereon at the Interest Rate shall be paid as follows.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 1. | Interest Adjustment Date: |  | | , 20 |  |
| 2. | Balance Due Date: |  | | , 20 |  |
| 3. | Amortization Period: |  | years | | |
| 4. | Payment Frequency: | monthly, on the monthly anniversary of the Interest Adjustment Date | | | |

1. Interest Rate: The interest rate shall be fixed or adjustable, as indicated.

[insert an X in appropriate box]

|  |  |  |  |
| --- | --- | --- | --- |
| (a) |  |  | Fixed Interest Rate: This Mortgage has a fixed interest rate. The interest rate |
|  |  |  | that the Mortgagor is required to pay on the Principal Amount is % |
|  |  |  | per annum, calculated semi-annually not in advance (the “**Interest Rate**”). |
| (b) |  |  | Adjustable Interest Rate: This Mortgage has an adjustable interest rate. The |
|  |  |  | interest rate that the Mortgagor is required to pay on the Principal Amount is the Prime Rate % (the “**Interest Rate**”). **[Insert plus or minus appropriate percentage]** |

1. **Payment Amounts:**

|  |  |  |
| --- | --- | --- |
| (a) |  | Fixed Rate Mortgage: If this Mortgage has a fixed interest rate, regular monthly payments of $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. |
|  |  |  |
| (b) |  | Adjustable Interest Rate: If this Mortgage has an adjustable interest rate, the monthly instalment will be calculated in accordance with the Schedule of Additional Mortgage Terms attached hereto. |

The Mortgagor covenants that it will pay the Principal Amount together with interest at the Interest Rate to the Mortgagee at the times and in the manner herein set out, up to and including the Balance Due Date, and the outstanding Principal Amount then owing under this Mortgage, together with any accrued and unpaid interest will become due and payable on the Balance Due Date.

1. Term: The period commencing on the Interest Adjustment Date and ending on the Balance Due Date.
2. **Prepayment:** This Mortgage is closed for prepayment save to the extent expressly provided in Schedule “C” hereto.

Additional Terms and Conditions

This Mortgage shall be subject to the Schedule of Additional Mortgage Terms attached hereto as Schedule “B” and any other Schedules(s) attached hereto, which are hereby incorporated herein.

IN WITNESS WHEREOF the Mortgagor (and Releasor and/or Guarantor) has/have properly executed this Mortgage on the day and year first above written.

|  |  |  |  |
| --- | --- | --- | --- |
| SIGNED, SEALED and DELIVERED  in the presence of: | ) |  |  |
| ) |
| ) |
| ) |
|  | ) |  |  |
| Witness | ) | Mortgagor: |  |
| ) |
|  | ) |  |  |
| ) |
| Witness | ) | Mortgagor: |  |
| ) |
|  | ) |  |  |
| ) |
| Witness | ) | Releasor: |  |
| ) |
|  | ) |  |  |
| ) |
| Witness | ) | Guarantor: |  |

**SCHEDULE “A”**

Legal Description of the Property

C A N A D A

PROVINCE OF PRINCE EDWARD ISLAND

A F F I D A V I T

I, , of , in County, Province of Prince Edward Island,

MAKE OATH AND SAY AS FOLLOWS:

1. I am the grantor/mortgagor in the annexed Indenture and am of the full age of eighteen (18) years.
2. I am/am not now and/nor intend to be at the closing a resident of Canada within the meaning of the Income Tax Act (Canada).
3. For the purpose of this Affidavit, “Act” means the Family Law Act, S.P.E.I. 1995, c.12; “family home” means every property in which a married person has an interest and that is or, if the spouses are living separate and apart, was at the time of separation ordinarily occupied by the person and his or her spouse as their family residence; “property” means the lands described in the Schedule to the annexed Indenture; and “spouse**”** means an individual who, in respect of another person, (i) is married to the other person, or (ii) has entered into a marriage with the other person that is voidable or void.
4. The property is not now the subject of a Court Order, interim or otherwise, made pursuant to the Act.

(CHOOSE NEXT APPLICABLE PARAGRAPH; DELETE ALL OTHERS)

5. I am not a spouse and at the time of making the disposition or encumbrance evidenced by the annexed Deed was not a spouse.

5. I am/am not living separate and apart from my spouse and the property is not being occupied by me and my spouse as our family home.

5. My spouse, , has released all rights to the property acquired pursuant to Part II of the Act by a written Separation Agreement made between us dated the day of , .

5. The property is not designated by both me and my spouse as a family home and an Instrument designating another property as a family home of me and my spouse is registered and has not been revoked.

|  |  |  |
| --- | --- | --- |
| SWORN TO before me at the City of , in the County of , Province of Prince Edward Island, this day of , 20 . |  |  |
| A Commissioner for Taking Affidavits in the Supreme Court. | Name |