

## Form 15 MORTGAGE

## Land Titles Act, S.N.B. 1981, c.L-1.1, s.25 Standard Forms of Conveyances Act, S.N.B. 1980, c.S-12.2, s.2

Parcel Identifier:	
Mortgagor:	
(Spouse of	
	)
Mortgagee:	CANADIAN IMPERIAL BANK OF COMMERCE
	c/o P.O. Box 310 Suite 400 371 Queen Street Fredericton, NB E3B 4Y9
Place of Payment	to the mortgagee at PO BOX 115, Commerce Court Postal Station, Toronto, Ontario M5L 1E5 or at such place as the mortgagee may designate from time to time
Manner of Tenure:	NOT APPLICABLE (Limitation of Right, Title or Interest
Mortgaged:	specify)
Principal Sum:	\$
Interest Rate:	The rate of interest chargeable on the principal sum and on all other amounts payable under this mortgage is a variable rate per annum. The following completed section applies:
	The current mortgage rate as of the date of the mortgage is CIBC Prime Rate less% per annum.
	The interest rate payable by you specified in the registered document is a floating rate which is adjusted daily as the CIBC Prime Rate (the "mortgage prime rate") changes from time to time. The interest rate payable shall be the rate per annum equal to the mortgage prime rate in effect from time to time plus or minus the number of percentage points per annum, if any, indicated in the registered document. The principal and interest payment will be recalculated every time the mortgage prime rate changes based on the current mortgage rate and the then remaining amortization period on the mortgage changes from time to time. The interest rate payable for each month of the term shall be the rate per annum equal to the mortgage prime rate in effect from time to time less 1.250% for the first six (6) months from the interest adjustment date and the mortgage prime rate in effect from time to time less 0.250% for the remainder of the term. The principal and interest payment will be recalculated every time the mortgage prime rate changes on the current mortgage prime rate in effect from time to the mortgage prime rate in effect from time to time less 1.250% for the first six (6) months from the interest adjustment date and the mortgage prime rate in effect from time to time less 0.250% for the remainder of the term. The principal and interest payment will be recalculated every time the mortgage prime rate changes based on the current mortgage rate and the then remaining amortization period on the mortgage.
How Interest Calculated:	semi-annually not in advance
Interest Adjustment Date:	
Term:	commencing on the Interest Adjustment Date and ending on the Maturity Date.
Payments:	All payments must be made on the first day of each month.
Payment Dates:	Interest at the aforesaid rate on the amounts from time to time advanced, computed from the respective dates of such advances to and including the day preceding the interest adjustment date shall become due and be paid on the interest adjustment date; provided that, the mortgagee may require the aforesaid interest on the principal advances from time to time, computed from the date of such advance, to become due and payable in regular payments, and the balance, if any, of the aforesaid interest on advances shall become due and be paid on the interest adjustment date and at the option of the mortgagee interest so due and payable may be deducted from advances; and thereafter the said principal sum together with

be deducted from advances; and thereafter the said principal sum together with interest thereon at the aforesaid rate, computed from the date for adjustment of interest, shall become due and be paid by regular payments of \_\_\_\_\_

\_\_\_\_\_\_DOLLARS (\$ \_\_\_\_\_\_) each (which include principal and interest) on the days indicated under the Payments section. The first payment is to be made on the \_\_\_\_\_\_day

of \_\_\_\_\_\_up to and including the Maturity Date, and the balance of the said principal sum then remaining unpaid and all accrued and unpaid interest and other moneys (if any) then owing under this mortgage to become due and paid on the date last mentioned. The mortgagor shall not be entitled, except as may be otherwise provided herein, without the mortgagee's prior written consent, to change the amount or frequency of the payments provided for in this mortgage.

Maturity Date:

Statutory Covenants and Conditions Excluded: Covenants and Conditions Included: ALL Optional CIBC -2897

(The <u>recitals, affidavits, statutory declarations or other documents</u> attached hereto as Schedule "D" form part of this mortgage.)

The mortgagor mortgages (subject to the specified limitation) to the mortgagee in the specified manner of tenure the specified parcel to secure repayment of the principal sum with interest as well after as before maturity as specified.

The mortgagor acknowledges receipt of the text of the covenants and conditions which are contained in this mortgage by reference to a distinguishing number or by virtue of subsection 25(4) of the *Land Titles Act*, and agrees to be bound by them to the same extent as if set out at length herein.

(The spouse of the mortgagor joins in this instrument and consents to this disposition for the purpose of complying with section 19 of the *Marital Property Act*.)

Date: \_\_\_\_\_

Witness:

Mortgagor:

Witness:

Spouse of: