

Loan No. _____



The Land Titles Act Mortgage

1. **This agreement** made this _____ day of _____, _____.

BETWEEN:

_____ being the registered owner of the mentioned lands
subject to the encumbrances, liens and interests notified by the memorandum underwritten.

_____ (called the "Mortgagor(s)")

of the first part: _____

AND:

Canadian Imperial Bank of Commerce, a bank duly chartered under the laws of Canada, having its Head Office in the City of Toronto, in the Province of Ontario, and having an office at 110 Main Street, City of Whitehorse, Yukon Territory, Y1A 2A8.

_____ (called the "Mortgagee")

of the second part: _____

AND:

_____ (called the "Guarantor(s)")

of the third part: _____

Witnesseth that in consideration of the sum of _____ DOLLARS (\$ _____)

(the "principal amount"), now paid by the Mortgagee to the Mortgagor(s) (the receipt whereof is acknowledged), and for the better securing to the said Canadian Imperial Bank of Commerce the repayment in the manner described, of the principal sum and interest, the Mortgagor(s) **Mortgages** unto the Mortgagee, its successors and assigns, forever, all the Mortgagor's estate and interest in:

Subject to the following encumbrances (if any):

(the "said lands")

2. Repayment

The Mortgagor(s) will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the said principal amount with interest thereon at _____ per cent (_____ %) per annum, compounded semi-annually not in advance as well as after as before maturity of this mortgage until paid, as follows:

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 _____ day of _____, _____ shall become due and be paid on the date last mentioned (the "date for adjustment of interest"); 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 aforesaid date for adjustment of interest and, at the option of the Mortgagee, interest so due and payable may be deducted

from advances; and thereafter the said principal amount together with interest thereon at the aforesaid rate, computed from the interest adjustment date, shall become due and be paid by regular payments of DOLLARS (\$ _____) each (which include principal and interest) on the _____day of _____, _____, ("first payment date") to and including the _____day of _____, _____, ("last payment date"), and the balance of the said principal amount 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.

3.
- And for the better securing of the said Mortgagee, the repayment in manner aforesaid of the principal sum and interest, and all other amounts hereby secured, the Mortgagor hereby mortgages to the said Mortgagee, all the Mortgagor's estate and interest in the land above described.

4. Additional Terms and Conditions

The Mortgagor(s) further agrees that the Additional Terms and Conditions and any Schedule which are annexed hereto, form part of this Mortgage.

5.
- The undersigned Mortgagor(s) acknowledges having received a true copy of this Mortgage.

In witness whereof the Mortgagor (and the Guarantor, if applicable) has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Signature of Witness

Street Address

City or Town

Occupation of Witness

(Witness as to both signatures)

ENCUMBRANCES (for Land Titles Office purposes only):

In the Matter of the *Family Property and Support Act*

Affidavit of Consent of Spouse

I, _____ of _____ in the
Print Name City
_____, hereby make oath and state as follows:
Province/Territory

- 1. I am the spouse of _____
- 2. I hereby give my full consent to the transaction evidenced by the within Mortgage.
- 3. I make this Affidavit pursuant to the provisions of the *Family Property and Support Act* of the Yukon Territory.

Sworn before me at _____
in the _____
this _____ day of _____, _____

A Notary Public in and for the

Canada

Yukon

Territory To

wit:

Affidavit of Execution

I, _____ of _____ in the
Print Name City
_____, _____
Province/Territory Occupation

make oath and say that:

- 1. My name, occupation and address are correctly set forth above.
- 2. I was personally present and did see _____ the party(ies) to the attached Mortgage, who identified _____ to me to be the person(s) named therein, execute the Mortgage for the purposes named therein.
- 3. The said Mortgage was executed at _____ in the _____, and I am the subscribing witness thereto.
- 4. That the said _____ is/are in my belief of the full age of nineteen years.

Sworn before me at _____
in the _____
this _____ day of _____, _____

A Notary Public in and for the

Canada
Yukon Territory

Affidavit

I/We _____ of _____, in the
_____ hereby (severally) make oath and say:

- 1. I/We am/are the person(s) making the disposition or encumbrance evidenced in the mortgage attached hereto.
- 2. The word "property" as used herein means the property described in the attached mortgage.
- 3. The words "spouse" and "family home" as used herein are defined in Section 1 and Section 21 respectively of the *Family Property and Support Act*, RSYT. 1986, c.63 (the "Act").
- 4. When I/we executed the attached mortgage:
 - a) I was a spouse and _____ was my spouse;
 - b) I was not a spouse;
 - c) We were spouses of one another.
- 5.
 - a) the property has never been occupied by myself and my spouse as our family home;
 - b) the property has never been occupied by myself and my spouse as our family home since the cancellation of its designation as our family home under Section 24 or 27 of the Act;
 - c) the property is not designated as a family home under Section 24 of the Act, and an instrument designating another property as a family home of myself and my spouse is registered under Section 24 of the Act;
 - d) my spouse has released all rights under Part II of the Act by a Separation Agreement between myself and my spouse;
 - e) the mortgage to which this affidavit is attached is authorized by a Court Order (or an Order has been made releasing the property as a family home) and such Order has not been appealed, the time for appeal has expired and no application for leave to appeal or to extend the time to appeal has been made.
- 6. I do not have/neither of us have a spouse or former spouse who has any right to possession of the property including a right by reason of an Order of the Court or a Separation Agreement, as contemplated in Section 22(2) of the Act.

Sworn before me at _____
in the _____
this _____ day of _____,

A Notary Public in and for the

}
