

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 (\$) _____
lawful money of Canada, (called the "principal sum") 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 rate of interest chargeable on the principal amount of \$ _____ 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.

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. The Mortgagor will pay to the Mortgagee in Canadian Dollars at such place as the Mortgagee may from time to time require the principal amount with interest at the rate determined in accordance with paragraph 1, and taxes and all other amounts as and when payable under this mortgage.
- a) Until _____, (the "Interest Adjustment Date"), interest at the current mortgage rate in effect from time to time on the principal amount, or on such part thereof as has been from time to time advanced, computed from (and including) the date the principal amount or any such part is advanced until (but excluding) the interest adjustment date, shall, if the Mortgagee so requires, become due and shall be paid in monthly instalments commencing on the first day of the month next following the first such advance of the principal amount, and continuing on the first day of each and every month thereafter, and the balance, if any, of such interest shall become due and shall be paid on the interest adjustment date. If the Mortgagee does not so require, all of such interest shall become due and shall be paid on the interest adjustment date. At the option of the Mortgagee, interest so due and payable may be deducted from such advances.
- b) Following the interest adjustment date, the sum of \$ _____ shall become due and shall be paid, on account of the principal amount and interest, on the first day of, and on the first day of _____, _____ each and every month thereafter up to and including the first day of _____, _____ (each such date is referred to as an "Instalment Payment Date"); and the balance of the principal amount and all interest and other moneys (if any) owing under this mortgage shall become due and shall be paid on the date last mentioned, unless payable prior thereto by virtue of any express provision hereof.

5. Additional Terms and Conditions

The Mortgagor(s) further agrees that the Additional Terms and Conditions Form No. 9826 and any further schedule(s) attached hereto, form part of this Mortgage.

6. 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)

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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

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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

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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 _____, _____

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A Notary Public in and for the