

**THIS MORTGAGE** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**The Parties to this mortgage are:**

**Mortgagor**

**AND:**

**HOME TRUST COMPANY, a body corporate**, whose address is 145 King Street West, Suite 2300, Toronto, ON M5H 1J8

**Mortgagee**

**AND:**

**Spouse of the mortgagor (if spouse not a mortgagor)**

**AND:**

**Guarantor**

**1. MORTGAGE**

You hereby mortgage to us the property described below to secure the Principal Amount of \_\_\_\_\_ dollars (\$) (the **Principal Amount**) together with interest thereon at \_\_\_\_\_ % per annum. The property is described as (the **Property**): \*

\* If space is insufficient to type description of your property in this paragraph, attach Schedule B describing the property and type in above space "See attached Schedule B".

Any buildings on the Property and anything now or later attached or fixed to the buildings or the Property including additions, alterations and improvements are covered by this mortgage.

To have and to hold the lands and the appurtenances unto the mortgagee, its successors and assigns.

**2. INDEBTEDNESS SECURED BY THE MORTGAGE**

You agree the mortgage secures all debts and liabilities described as indebtedness in Schedule "A" up to the Principal Amount with interest thereon at the Interest Rate, including the debt described in Section 3.

**3. HOW YOU WILL REPAY CERTAIN DEBTS**

You agree to pay to us the balance outstanding from time to time on your Equity Line VISA account with us. The card account is payable in accordance with the terms of the cardholder agreement and is open to payment in full or in part at any time or times. The current credit limit on your Equity Line VISA is \$\_\_\_\_\_.

**4. ADDITIONAL TERMS AND COVENANTS**

The terms, conditions and covenants set out in Schedule "A" appended hereto are incorporated and form part of this mortgage.

**5. CONSENT OF SPOUSE**

By signing this mortgage each spouse of a mortgagor consents to this mortgage and releases any interest which he or she may have in the Property covered by this mortgage as far as necessary to give effect to our rights under this mortgage.

**6. SIGNING THIS MORTGAGE**

If you have read this mortgage and you agree to its terms, sign in the space provided for your signatures. Witnesses must sign in the spaces provided for the witnesses' signatures. Necessary legal seals should be added next to your signatures.

**SIGNED, SEALED AND DELIVERED** in the presence of:

(Witness)	(Borrower) (Seal)
(Witness)	(Borrower) (Seal)
(Witness)	(Spouse of Borrower) (Seal)
(Witness)	(Guarantor) (Seal)
(Witness)	(Guarantor) (Seal)

**AFFIDAVIT OF EXECUTION**

PROVINCE OF NEWFOUNDLAND AND LABRADOR

I, \_\_\_\_\_ of \_\_\_\_\_ in the Province of Newfoundland and Labrador, make oath and say as follows:

1. **THAT** I was present and did see the signature(s) of \_\_\_\_\_ and \_\_\_\_\_ affixed to the within document and that I am the subscribing witness to such execution.

**SWORN TO** at \_\_\_\_\_, )  
in the Province of Newfoundland and )  
Labrador, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_\_, )  
)  
)  
)  
)  
)  
)  
)  
A Barrister, Commissioner of Oaths or )  
Notary Public )

\_\_\_\_\_

**AFFIDAVIT OF STATUS**

PROVINCE OF NEWFOUNDLAND AND LABRADOR

I, \_\_\_\_\_, of the \_\_\_\_\_ of \_\_\_\_\_, in the Province of Newfoundland and Labrador, make oath and say as follows:

1. **THAT** I am the Mortgagor described in the within Mortgage and as such have full knowledge of the facts herein deposed.

2. **THAT** I am not a spouse as defined by the *Family Law Act* (Newfoundland and Labrador) at the time of the execution of the within Mortgage.

3. **THAT** the property described in the within Mortgage is/ is not a matrimonial home under the provisions of the *Family Law Act* (Newfoundland and Labrador).

4. **THAT** to the best of my knowledge, information and belief, there are no other persons who have vested rights in the property being mortgaged under the attached Mortgage pursuant to the *Family Law Act* (Newfoundland and Labrador).

5. **THAT** I am at least nineteen (19) years of age.

6. **THAT** I am a resident of Canada within the intent and meaning of the *Canada Income Tax Act* and amendments thereto and intend to remain resident until the completion of this transaction.

7. **THAT** to the best of my knowledge, information and belief, at this date there are no statutory liens of any kind whatsoever charging or encumbering my assets and specifically the property herein more particularly described in the attached mortgage.

**SWORN TO** at \_\_\_\_\_, )  
in the Province of Newfoundland and )  
Labrador, this \_\_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_\_, )  
)  
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)  
A Barrister, Commissioner of Oaths or )  
Notary Public )

\_\_\_\_\_

**AFFIDAVIT OF STATUS**

**PROVINCE OF NEWFOUNDLAND AND LABRADOR**

We, \_\_\_\_\_ and \_\_\_\_\_,  
of the \_\_\_\_\_ of \_\_\_\_\_, in the Province of  
Newfoundland and Labrador, make oath and say as follows:

1. **THAT** we are the Mortgages described in the within Mortgage and as such have  
full knowledge of the facts herein deposed.

2. **THAT** we are spouses of each other as defined by the *Family Law Act*  
(Newfoundland and Labrador) at the time of the execution of the within Mortgage.

3. **THAT** the property described in the within Mortgage **is / is not** a matrimonial  
home under the provisions of the *Family Law Act* (Newfoundland and Labrador).

4. **THAT** to the best of our knowledge, information and belief, there are no other  
persons who have vested rights in the property being mortgaged under the attached Mortgage  
pursuant to the *Family Law Act* (Newfoundland and Labrador).

5. **THAT** we are both at least nineteen (19) years of age.

6. **THAT** we are both residents of Canada within the intent and meaning of the  
Canada *Income Tax Act* and amendments thereto and intend to remain residents until the  
completion of this transaction.

7. **THAT** to the best of our knowledge, information and belief, at this date there are  
no statutory liens of any kind whatsoever charging or encumbering our assets and specifically the  
property herein more particularly described in the attached mortgage.

**SEVERALLY SWORN TO** at )  
\_\_\_\_\_, in the )  
Province of Newfoundland and Labrador, )  
this \_\_\_\_\_ day of )  
\_\_\_\_\_, 20\_\_\_, ) \_\_\_\_\_  
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)  
A Barrister, Commissioner of Oaths or )  
Notary Public )