

**THIS MORTGAGE** dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

**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 as hereafter set out. The property is ismore particularly described in Schedule "B" attached hereto (the **Property**): \*

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 the loan and credit we extend to you for the Principal Amount of this mortgage with interest thereon as set out in Section 3 below.

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

*[fixed loan/delete if not applicable]*

Fixed Loan

The mortgage secures a fixed loan in the amount of \$ \_\_\_\_\_ You agree to pay the loan with interest thereon as well after as before maturity and both before and after default at the rate of \_\_\_\_\_ percent ( \_\_\_\_\_ %) *[if an adjustable rate loan, state as prime rate plus \_\_\_%]* per annum calculated semi-annually, not in advance (the "Interest Rate"),

computed from the date the loan, or any part thereof, is advanced on so much of the loan as shall from time to time remain unpaid until the whole of the loan is paid. The principal and interest of the loan shall become due and be paid as follows:

- (i) Interest shall accrue from the date of advance and shall be due and payable on the \_\_\_\_\_ day of the month next following the date of the first advance (the "Interest Adjustment Date");
- (ii) Thereafter, the loan and interest, as aforesaid, shall be payable by equal consecutive monthly instalments of principal and interest of (\$ \_\_\_\_\_), commencing on the \_\_\_\_\_ day of the month next following the Interest Adjustment Date and thus to continue monthly on the \_\_\_\_\_ day of each month to and including the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ ;
- (iii) The balance, if any, of the loan and interest thereon, as aforesaid, and any other moneys owing with respect to the loan shall be due and payable on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, (the "Balance Due Date");

The fixed loan is referred to as the initial loan in Schedule "A".

*[Equityline VISA/delete if inapplicable]*

Equityline

You agree to pay to us the balance outstanding from time to time on your Equityline 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 \$\_\_\_\_\_ and the interest rate is \_\_\_\_\_% calculated on the daily outstanding balance, payable monthly.

**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)
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(Witness)	(Borrower)	(Seal)
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\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Spouse of Borrower) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Guarantor) (Seal)

