



The Land Titles Act - Mortgage

1) I/we _____ ,
(the "Mortgagor/s") being registered as owner/s of an estate in fee simple in possession in that piece of land situate in the Province of Saskatchewan (the "Property") and described as follows:

in consideration of the sum of _____ (\$ _____)
(the "Principal Amount") lent or to be lent to the Mortgagor by Computershare Trust Company of Canada (the "Mortgagee"), whose address is c/o Macquarie Financial Ltd. 20 Toronto Street, Toronto, ON M5C 2B8, the receipt of which valuable consideration the Mortgagor acknowledges, covenants with the Mortgagee that:

2) **PAYMENT**

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, calculated semi-annually not in advance (the "Interest Rate") as well as after as before maturity of this mortgage until paid, as follows:

Interest at the Interest Rate on the amounts from time to time advanced, computed from the respective dates of such advances to and including the _____ day of _____ , _____ shall become due and be paid on the date last mentioned (the "Interest Adjustment Date");

and thereafter the 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 (\$ _____) 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 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 (the "Balance Due Date").

(if an adjustable rate, insert Prime Rate plus or minus the applicable percentage (if any).

3) And for the better securing of the Mortgagee, the payment of the Principal Amount 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 Property.

4) **ADDITIONAL TERMS AND CONDITIONS**

The Mortgagor/s further agree/s that the Additional Terms and Conditions and any Schedule which is annexed hereto, form part of this Mortgage.

5) The undersigned Mortgagor/s acknowledges having received a true copy of this mortgage.

6) The Mortgagor/s has/have signed this Mortgage this _____ day of _____ , _____ .

(Witness Signature)

(Required Signature)

SIGNED, SEALED AND DELIVERED
by the above named in the presence of:

(Required Signature)

The Homestead Act, 1989 - AFFIDAVIT

PROVINCE OF SASKATCHEWAN TO WIT _____

I, _____, of _____
in the Province of Saskatchewan, MAKE OATH AND SAY THAT:

- 1) I am the mortgagor named in the within mortgage.
- 2) (a) My spouse and I have not occupied the land described in this disposition as our homestead at any time during our marriage
OR
(b) I have no spouse.
OR
(c) My spouse is a registered owner of the land that is the subject matter of this disposition and a co-signatory of this disposition.
OR
(d) My spouse and I have entered into an interspousal agreement pursuant to **The Family Property Act** in which my spouse has specifically released all his or her homestead rights in the land that is the subject matter of this disposition.
OR
(e) An order has been made by Her Majesty's Court of Queen's Bench for Saskatchewan/Unified Family Court pursuant to **The Family Property Act** declaring that my spouse has no homestead rights in the land that is the subject matter of this disposition and (the order has not been appealed and the time for appealing has expired) or (all appeals from the order have been disposed of or discontinued)

Sworn before me at _____ in the Province of Saskatchewan,
this _____ day of _____, _____.

**A Commissioner for Oaths/Notary Public in
and for the Province of Saskatchewan
Being a solicitor or/
My commission/appointment expires:**

(Required Signature)

Affidavit of Execution

I, _____, of the _____ of _____
in the Province of Saskatchewan, MAKE OATH AND SAY:

- 1) THAT I was personally present and did see _____ and _____
named in the within instrument, who is/are personally known to me to be the person(s) named therein, duly sign, seal and execute the same for the purposes named therein.
- 2) THAT the same was executed at the _____ of _____
in the Province of Saskatchewan, and that I am a subscribing witness thereto.
- 3) THAT I know the said person(s) named in the instrument and he/she/each is/are in my belief of the full age of eighteen years.

Sworn before me at _____ in the Province of Saskatchewan,
this _____ day of _____, _____.

**A Commissioner for Oaths/Notary Public in
and for the Province of Saskatchewan
Being a solicitor or/
My commission/appointment expires:**

(Required Signature)

Consent of Non-Owning Spouse

I, _____, non-owning spouse of _____, consent to the above disposition. I declare that I have signed this consent for the purpose of relinquishing all my homestead rights in the property described in the above disposition in favour of Computershare Trust Company of Canada to the extent necessary to give effect to this mortgage.

(Signature of non-owning spouse)

I, _____, a Notary Public/Practicing Solicitor, CERTIFY THAT I have examined _____, non-owning spouse of _____, the owning spouse, in the above mortgage separate and apart from the owning spouse. The non-owning spouse acknowledged to me that he or she:

1. Signed the consent to the disposition of his or her own free will and consent and without any compulsion on the part of the owning spouse; and
2. Understands his or her rights in the homestead.

I FURTHER CERTIFY THAT I have not, nor has my employer, partner or clerk prepared the above mortgage AND THAT I am not, nor is my employer, partner or clerk otherwise interested in the transaction involved.

A Notary Public in the Province of Saskatchewan
My appointment expires:
OR Being a Solicitor in and for the Province of Saskatchewan