

**1. MORTGAGE TYPE**

- Mortgage       Mortgage of Mortgage       Encumbrance       Mortgage of Encumbrance

**2. MORTGAGOR** Individual

Given Name

John

Middle Names

Arthur

Surname

Smith

Suffix

+ -

Signed  pursuant to a power of attorney     by a committee or substitute decision maker     pursuant to a court order Corporation Executor, Administrator, Trustee Government and Government Agency**3. LAND DESCRIPTION AND PRIOR INSTRUMENTS**

Land 1 + -

 All or part of a title Current title number     Issuing from title number

1234567/1

 All     Part

Land Description

LOT 1 PLAN 2201 WLTO  
IN RL 22 PARISH OF ST VITAL All units in a condominium plan All lots, blocks and parcels in a plan

Subject to the following instruments

 Currently on title

Instrument Number

1234567/1

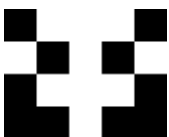
 Registered prior in series**4. MORTGAGEE** Individual    Full legal name required Corporation

Corporation Name

The Bank of Nova Scotia

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3. All 4 Mortgage content pages are present.



In trust for self-directed registered account, detailed as follows

[Empty text box for account details]

Address for Service

4715 Tahoe Blvd

[Empty text box for address line 2]

City

Province

Country

Postal Code

Mississauga

Ontario

CANADA

L4W 0B4

Share or fractional interest of the mortgage monies contributed  %

Executor, Administrator

Government and Government Agency

**5. TERMS AND PAYMENT PROVISIONS**

Mortgage Description

Mortgage Principal Amount

Standard Charge Mortgage Terms

Deposited at land titles as number

and name

Not applicable

Loan Description

Loan Principal Amount  Canadian Dollar (CAD)

Mortgage secures a revolving credit up to the loan principal amount

Payment Details

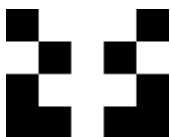
Prime is defined as

Scheduled Payments

Payable on Demand

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Interest Rate

%

prime +   %

calculated

Interest only payments must be made

Additional Provisions

This mortgage secures the refundable portions of tenants' entrance fees as required by clause 28(2)(b) of *The Life Leases Act*.

Covenantor will sign

Guarantee Mortgage

Collateral Mortgage

Details You promise to pay, on demand, the OBLIGATIONS SECURED up to:  
(i) the Mortgage Principal Amount, plus  
(ii) interest at the Interest Rate specified herein, plus  
(iii) the additional amounts payable under the heading WE MAY RECOVER OUR EXPENSES in the Standard Charge Mortgage Terms referenced in Box 5 hereof.

Secures present and future liabilities

Details "OBLIGATIONS SECURED" are: all debts and liabilities, present or future, direct or indirect, absolute or contingent, matured or not, at any time owing by you to us, or remaining unpaid by you to us, whether arising from dealings between you and us or from any other dealings or proceedings by which we may be or become in any manner whatever your creditor, and wherever incurred and whether incurred by you alone or with another or others and whether as principal or surety.  
  
If the debts and liabilities exceed the Mortgage Principal Amount or the Interest Rate specified herein, we may decide what part of that is secured by the mortgage.

Secures current or running account

Details

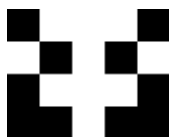
Prepayment terms

Other

Details The Standard Charge Terms are revised as follows:  
(1) All references to "Form 11" are now changed to "Form 6.2";  
(2) All references to "any schedules attached" means "the terms under the heading ADDITIONAL PROVISIONS in Box 5 hereof";  
(3) "Obligations secured" means the debts and liabilities described in Box 5 hereof;  
(4) "Property" means the property described under the heading LAND DESCRIPTION AND PRIOR INSTRUMENTS in Box 3 hereof; and

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(5) The reference to "Box 13 of the Mortgage" is changed to "the following instruments described in Box 3 hereof."

**6. THE FARM LANDS OWNERSHIP ACT EVIDENCE**

The registration of this instrument does not contravene the provisions of *The Farm Lands Ownership Act* because

- The within land is not farm land as defined in *The Farm Lands Ownership Act*.
- All of the within lands are farm land and are being mortgaged pursuant to a *bona fide* debt obligation.
- Some of the within lands are farm land and the farm lands are being mortgaged pursuant to a *bona fide* debt obligation.
- Other

[Empty text box for additional evidence]

**7. INSTRUMENT PREPARED BY**

Given Name  Middle Names  Surname  Suffix

Company

Telephone +    Extension  E-Mail

File Number  Description

**Unlock Form and Remove Signature Pages**

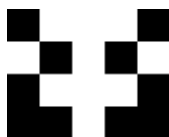


Once you have clicked the Lock Form and Create Signature Pages button, you will not be able to change the registration form. You will be able to fill in certain areas in the signature pages before printing.

If you want to change the registration form once the signature pages have been created, you must click the Unlock Form and Remove Signature Pages button. If you do this, you will lose all changes made to the signature pages. Any signature pages already printed will be invalid and will have to be regenerated, reprinted and, where they have already been signed, resigned.

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**SIGNATURE OF COVENANTORS**

I acknowledge receipt of a copy of this instrument and all of the terms herein and I agree to perform my obligations herein.

**COVENANTOR**

Signature	<input type="text"/>	Date	<input type="text"/>	<input type="button" value="+"/>
Name	<input type="text"/>		(YYYY-MM-DD)	

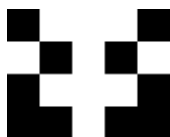
**WITNESS**

Signature	<input type="text"/>	Address	<input type="text"/>
Name	<input type="text"/>		

SINGULAR INCLUDES PLURAL AND VICE VERSA WHERE APPLICABLE. In this document "I" or "me" is to be read as all covenantors whether individual or corporate.

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**SIGNATURES AND EVIDENCE**

1. I am or I am entitled to be the owner of the land.
2. I hereby mortgage to the mortgagee my interest in the land as security for performance of all my obligations herein.
3. I promise to pay the principal amount and interest and all other charges and money hereby secured and to be bound by all the terms herein.
4. I acknowledge receipt of a copy of this instrument and all of the terms herein.
5. I am of the age of majority.
6. The registration of this instrument does not contravene the provisions of *The Homesteads Act* because
  - The person consenting to this disposition is my spouse or common-law partner and no other person has homestead rights in this land.
  - This land is not my homestead.
  - The court has made an order dispensing with the consent of my spouse or common-law partner and no other person has homestead rights in this land. The order dispensing with the consent is attached.

7. Additional evidence

Signature	<div style="border: 1px solid black; height: 30px;"></div>	Date	<div style="border: 1px solid black; height: 30px;"></div> (YYYY-MM-DD)
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Mortgagor      John Arthur Smith

**WITNESS**

Signature	<div style="border: 1px solid black; height: 30px;"></div>	Address	<div style="border: 1px solid black; height: 60px;"></div>
Name	<div style="border: 1px solid black; height: 20px;"></div>		

- The mortgagee is a financial institution and the witness is
- Document witnessed inside Canada by
- Practising lawyer
  - Notary public in the Province of British Columbia or Quebec
  - A person entitled to administer oaths inside or outside of Manitoba  District Registrar approval required
- Document witnessed outside of Canada by a person entitled to administer oaths outside of Manitoba

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**WHO MAY BE A WITNESS**

Only those persons specified in the section 72.4 of *The Real Property Act* may act as a witness to this document.

**NOTICE TO WITNESSES**

By signing as witness you confirm that the person whose signature you witnessed:

1. Is either personally known to you, or that their identity has been proven to you.

AND

2. That they have acknowledged to you that they:
  - (a) are the person named in this instrument;
  - (b) have attained the age of majority in Manitoba; and
  - (c) are authorized to execute this instrument.

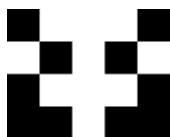
By virtue of section 194 of *The Real Property Act*, any statement set out in this document and signed by the party making the statement has the same effect and validity as an oath, affidavit, affirmation or statutory declaration given pursuant to *The Manitoba Evidence Act*.

***The Mortgage Act* provides that the mortgagor can obtain free of charge, from the mortgagee, a statement of the debts secured by this mortgage once every 12 months, or as needed for pay off or sale.**

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**THE HOMESTEADS ACT**  
**CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT**

- I, the spouse or common-law partner of **John Arthur Smith**, consent to the disposition of the homestead effected by this instrument and acknowledge that:
  - I am the first spouse or common-law partner to acquire homestead rights in the property; or
  - A previous spouse or common-law partner of the mortgagor acquired homestead rights in the property but those rights have been released or terminated in accordance with *The Homesteads Act*.
- I am aware that *The Homesteads Act* gives me a life estate in the homestead and that I have the right to prevent this disposition of the homestead by withholding my consent.
- I am aware that the effect of this consent is to give up my life estate in the homestead to the extent necessary to give effect to this disposition.
- I execute this consent apart from my spouse or common-law partner freely and voluntarily without any compulsion on the part of my spouse or common-law partner.
- Additional evidence

[Empty box for additional evidence]

**SIGNATURE**

Signature  Date   
 Name  (YYYY-MM-DD)

**WITNESS**

Signature  Address   
 Name

Document witnessed by  
 Notary public in and for the Province of Manitoba  
 Commissioner for Oaths in and for the Province of Manitoba  
 A person entitled to administer oaths inside or outside of Manitoba

My commission  
 Expires on  (YYYY-MM-DD)  
 Does not expire

Title

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