

MORTGAGE Form 6.1

Mortgage Encumbrance Mortgage of Mortgage/Encumbrance

1. **MORTGAGOR(S)/GRANTOR(S) OF ENCUMBRANCE (Encumbrancee(s))** see schedule

2. **LAND DESCRIPTION**

TITLE NO.(S) _____ MORTGAGE/ENCUMBRANCE NO.(S) _____ see schedule

3. **ENCUMBRANCES, LIENS AND INTERESTS** — The within document is subject to instrument number(s) _____ see schedule

4. **MORTGAGEE(S)/ENCUMBRANCER(S)** (*full legal name and address for service*)
Home Trust Company, 145 King Street West, Suite 2300, Toronto, ON, M5H 1J8 see schedule

5. **TERMS**
The following terms are incorporated herein:
(a) Standard Charge Mortgage Terms filed as Number: 3596340 Name: Home Trust Company
(b) The terms and provisions attached hereto as schedule(s)
In this instrument, unless otherwise specified, "herein" means this instrument, all schedules to this instrument and the terms referred to in Boxes 5 and 6.

6. **PAYMENT PROVISIONS** see schedule

(a) Principal amount \$				(b) Interest Rate % per annum				(c) Calculation Period			
(d) Interest adjustment date	Y	M	D	(e) Payment date and period	(f) First payment date	Y	M	D			
(g) Last payment date	Y	M	D	(h) Amount of each payment dollars \$ _____							
(i) Balance due date	Y	M	D	(j) Guarantee mortgage <input type="checkbox"/>							

Additional provisions _____ see schedule

7. **SIGNATURE OF MORTGAGOR(S)/ENCUMBRANCEE(S)** see schedule

1. I am (entitled to be) (an/the) owner of the (land/mortgage/encumbrance of the land).
2. As security for performance of all my obligations herein, I hereby (mortgage/encumber) to the (mortgagee/encumbrancer) my interest in the (land/mortgage/encumbrance) of the land.
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 Farm Lands Ownership Act because (insert appropriate Farm Lands Ownership Act evidence):

7. The registration of this instrument does not contravene the provisions of The Homesteads Act because (insert appropriate Homesteads Act evidence):

..... //
witness signature **name** **signature** **date** (YYYY/MM/DD)

..... //
witness signature **name** **signature** **date** (YYYY/MM/DD)

Prior to signing and witnessing this document, please carefully review the notices in Box 8.
 Insert name, position and address of witness below signature. See subsection 72.5(5) of *The Real Property Act*.

8. IMPORTANT NOTICES

WHO MAY BE A WITNESS to this document: Only those persons specified in section 72.7 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:

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

AND

- That they have acknowledged to you that they:
 - are the person named in this instrument;
 - have attained the age of majority in Manitoba; and
 - 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.

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

9. SIGNATURE OF COVENANTOR(S)

see schedule

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

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

.....
witness signature **name** **signature** **date** (YYYY/MM/DD) //

10. HOMESTEADS ACT CONSENT TO DISPOSITION AND ACKNOWLEDGEMENT

Note: For consent by widow(er) or surviving common-law partner, see section 22 of *The Homesteads Act*.

I, the spouse or common-law partner of the (mortgagor/encumbrancee), 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/encumbrancee) 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.

.....
name of spouse or common-law partner **signature of spouse or common-law partner** **date** (YYYY/MM/DD) //

.....
name of witness **signature of witness** **date** (YYYY/MM/DD) //

A Notary Public in and for the Province of Manitoba
 A Commissioner for Oaths in and for the Province of Manitoba
 My commission expires: _____
 Or other person authorized to take affidavits under *The Manitoba Evidence Act* (specify): _____

11. INSTRUMENT PRESENTED FOR REGISTRATION BY (include address, postal code, contact person and phone number)

LAND TITLES OFFICE USE ONLY

SEE ATTACHED LETTER/FAX/ADDITIONAL EVIDENCE FOR BOX(ES) _____

Set for acceptance	<input type="checkbox"/>		Fee _____	
Examined by:	<input type="checkbox"/>		Fee adjustment _____	
Fees checked	<input type="checkbox"/>		<input type="checkbox"/> Extra Fee <input type="checkbox"/> Refund	
			Registration No. /	